



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- return of the security deposit pursuant to section 38 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant attended with advocate S.C.

As both parties were present, service of documents was confirmed. The tenant testified that the landlord was served with the notice of dispute resolution proceeding by Canada Post registered mail on February 28, 2019 and evidence on May 13, 2019, which was confirmed received by the landlord. The landlord testified that she served the tenant with evidence by Canada Post registered mail on June 4, 2019, which was confirmed received by the tenant.

Therefore, I find that the documents for this hearing were served in accordance with the *Act*.

Issue(s) to be Decided

Is the tenant entitled to the return of all or a portion of the security deposit? And if so, is the tenant entitled to any statutory compensation as a result of the landlord's failure to comply with the security deposit requirements of the *Act*?

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute; and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following **final and binding settlement of all issues currently under dispute at this time and all claims arising from this tenancy, given that this tenancy has ended:**

1. The landlord will make payment to the tenant of \$350.00 by cheque to be sent to the tenant's address for service noted on the cover sheet of this Decision, no later than June 28, 2019, in full and final satisfaction of the tenant's Application.
2. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's Application, all issues currently under dispute at this time, and that **no further claims will be made by the landlord or the tenant whatsoever arising from this tenancy.**

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenant the attached Monetary Order to be served on the landlord by the tenant ONLY if the landlord fails to pay the tenant per the terms of the settlement agreement. Should the tenant be required to serve this Order on the landlord, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenant is enforcing the Monetary Order.

The tenant's application for dispute resolution dated February 25, 2019 is dismissed in its entirety.

Neither party may make a claim whatsoever against the other party arising from this tenancy.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 13, 2019

Residential Tenancy Branch