



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, MNSD, MNR, FF.

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover loss of income, for the filing fee and to retain the security and pet deposits in satisfaction of his claim. The tenant applied for the return of double the deposit, for compensation for loss under the *Act* and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself and the landlord was represented by an agent. As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he had served the landlord at the address obtained from the landlord's office. The agent for the landlord stated that the tenant's evidence was not received by the landlord. I find that the tenant was served with evidence in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to a monetary order? Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started in March 2018 for a fixed term of one year. The monthly rent at the end of tenancy was \$1,537.50.00. Prior to moving in, the tenant paid a security deposit of \$750.00 and a pet deposit of \$750.00. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

- The landlord agreed to pay the tenant \$3,000.00 by July 15, 2019, in full and final settlement of all claims against the tenant.
- The tenant agreed to accept \$3,000.00 from the landlord full and final settlement of all claims against the landlord. A monetary order in favour of the tenant for this amount will be granted to the tenant.
- The parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$3,000.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 18, 2019

Residential Tenancy Branch