



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSHORE CANADA VENTURES
ULC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT

Introduction

On July 2, 2019, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation of double his security deposit and pet damage deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

M.C. attended the hearing as an agent for the Landlord. The Tenant attended the hearing as well. All in attendance provided a solemn affirmation.

The Tenant advised that he served the Landlord the Notice of Hearing and evidence package by registered mail on or around July 9, 2019 and M.C. confirmed receipt of this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing and evidence package.

M.C. advised that she served the Landlord’s evidence to the Tenant on August 22, 2019 by registered mail. The Tenant confirmed that he received this evidence. As service of this evidence complies with the timeframe requirements of Rule 3.15 of the Rules of Procedure, I have accepted this evidence and will consider it when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the most current tenancy started on October 1, 2018 and ended when the Tenant gave up vacant possession of the rental unit on April 30, 2019. Rent was established at \$1,768.00 per month, due on the first day of each month. A security deposit of \$800.00 and a pet damage deposit \$400.00 were also paid.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The security deposit of \$800.00 and the pet damage deposit of \$400.00 would be doubled as the Landlord did not comply with the *Act*, pursuant to Section 38. Accordingly, the Tenant is awarded **\$2,400.00**.
2. The Tenant is also awarded the filing fee of **\$100.00**.
3. The Tenant owes the Landlord for hydro in the amount of **\$566.02** and this amount shall be deducted from the total that the Landlord owes the Tenant.

4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

The Tenant is granted a Monetary Order in the amount of **\$1,933.98**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Tenant with a conditional Monetary Order in the amount of **\$1,933.98** to serve and enforce upon the Landlord, if necessary.

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: October 15, 2019

Residential Tenancy Branch