



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for the cost of repairs and for the recovery of the filing fee. The tenant applied for the return of double the security and pet deposits 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. Both parties were represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be Decided**

Is the landlord entitled to a monetary order for damages and for the recovery of the filing fee? Is the tenant entitled to the recovery of double the deposits and the filing fee?

### **Background and Evidence**

The parties agreed that the tenancy ended on July 31, 2019 and that the landlord was holding a security deposit of \$637.50 and a pet deposit of \$637.50. The landlord made application to retain the deposits in partial satisfaction of her claim in a timely manner on August 12, 2019. The applications of both parties were discussed at length. 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.

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:

1. The landlord agreed to return \$375.00 to the tenant in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$375.00 in full and final settlement of all claims against the landlord.
3. A monetary order in the amount of \$375.00 will be granted to the tenant.
4. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of all aspects of this dispute for both parties.

As per the above agreement I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$375.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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**

I grant the tenant a monetary order in the amount of **\$375.00**.

The landlord may retain the balance of the deposits in the amount of \$900.00.

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: December 05, 2019

---

Residential Tenancy Branch