



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HAIGHTON MANOR APARTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL MNDCL-S**

MNSD

Introduction

This hearing was reconvened after the issuance of an interim decision I issued on November 5, 2019. I determined that the tenant's application for a return of a security deposit could not be heard on that day as the landlord had also filed an application to retain the security deposit which should have been crossed in accordance with rules 2.10 and 2.14 of the Residential Tenancy Branch Rules of Procedure.

This hearing dealt with those applications filed pursuant to the *Residential Tenancy Act* ("Act").

The landlord applied for:

Authorization to recover the filing fee for this application from the tenant pursuant to section 72; and

A monetary order for damages or compensation and authorization to retain a security deposit pursuant to sections 38 and 67.

The tenant applied for:

An order for the return of a security deposit or pet damage deposit pursuant to section 38.

The tenant attended the hearing and the landlord attended the hearing, represented by building manager, SF ("landlord"). As both parties were in attendance, service of documents was confirmed. Both parties acknowledge being served with one another's Application for Dispute Resolution Proceedings Package and evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of their applications.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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:

The landlord agrees to return \$300.00 of the security deposit to the tenant in full and final settlement of the landlord's claim and in full and final settlement of the tenant's claim.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of the parties' disputes.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenant's favour in the amount of \$300.00.

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: January 09, 2020

Residential Tenancy Branch