



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AMACON  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes     MNSD

### Introduction

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

- a monetary order for return of the security or pet damage deposit pursuant to section 38(1)(c) of the *Act*.

All parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified, and the landlord confirmed, that the tenant served the landlord with the Notice of dispute resolution (Notice) and supporting evidence package. The landlord testified, and the tenant confirmed, that the landlord served the tenant with their evidence package. I find that all parties have been served with the required documents in accordance with section 88, and 89 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to return of the security deposit pursuant to section 38(1) (c) of the Act?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, only the relevant and important aspects of the tenant's and landlord's claims and my findings are set out below:

The tenancy began on March 1, 2012. Rent in the amount of \$790.00 was payable on the first day of each month. The tenant remitted a security deposit in the amount of

\$375.00 at the start of the tenancy, which the landlord held in trust. The tenant vacated the rental unit on June 30, 2019.

The tenant was assisted by the legal advocate JB. The tenant advised that the "Notice" was served on the landlord on September 26, 2019, requesting the return of his security deposit for the sum of \$350.00. The tenant testified that the landlord had forwarded a cheque for the sum of \$3160.00 which he received on January 19, 2020.

The Property Manager testified that the actual amount of the security deposit held in Trust was \$375.00. The cheque forwarded to the tenant was payment for double the security deposit, one month's rent and compensation. The tenant's legal advocate advised and provided a breakdown to the tenant. The tenant advised that he was satisfied with the amount forwarded by the landlord. All parties were in agreement to settle the dispute.

### 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the tenants' application:

1. Tenant RRT agreed that he received a cheque for the sum of \$3160.00 from the landlord on January 19, 2020 representing doubling of the security deposit and compensation as full and final settlement. The parties agree there are no further claims in relation to this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of the dispute between the parties.

### Conclusion

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 24, 2020

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Residential Tenancy Branch