



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

On October 24, 2019 the tenant submitted an Application for Dispute Resolution proceeding, seeking a Monetary Order for the landlord to return all or part of the security deposit. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* on March 17, 2020.

A representative for the tenant and the landlord attended the hearing. This was an opportunity for each to present oral testimony and make submissions.

Issue(s) to be Decided

Is the tenant entitled to an Order granting a refund of double the amount of the security deposit and pet damage deposit pursuant to section 38(1)(c) of the *Act*?

Background and Evidence

Each party agreed that the tenancy ended on August 31, 2019. The tenant moved into the unit on December 16, 2018, with no documented tenancy agreement. A record in the evidence shows a transaction of \$950.00 as payment of rent.

After the tenancy ended, the tenant requested \$450.00 from the landlord as “the full return of my security deposit and/or pet damage deposit.” The Monetary Worksheet submitted by the tenant shows a claimed amount of \$475.00 security deposit. This is provided twice in two separate entries on the worksheet, reflecting the tenant’s claim for double the amount as provided for in the *Act*.

Settlement Agreement

The parties reached a full and final agreement at the start of the hearing: an amount of \$900.00 as settlement. The landlord and tenant representative agreed that this amounts to a satisfaction of any amounts owing. They confirmed that this agreement is made on a voluntary basis and with the understanding of the nature of this full and final settlement of this matter.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as the 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.

I accept and record the settlement agreement reached by the parties during this hearing and I make the terms of the Order binding upon both parties.

I grant the tenant a Monetary Order in the amount of \$900.00.

This Order must be served on the landlord by the tenant.

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 Monetary Order in the amount of \$900.00 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 *Act*.

Dated: March 27, 2020

Residential Tenancy Branch