



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for the landlord to return the security deposit pursuant to section 38;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

NM attended for both tenants (“the tenant”). The landlord attended. The landlord acknowledged service of the Notice of Hearing and Application for Dispute Resolution. I find the Applicant served the Respondent as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 45 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

1. The landlord shall pay to the tenant \$3,500.00 as full compensation for the return of the security deposit with respect to the tenancy.
2. The landlord shall pay this amount to the tenant as follows:
  - \$1,700.00 on or before 1:00 PM on May 31, 2020;
  - \$1,800.00 on or before 1:00 PM on June 30, 2020.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenant a Monetary Order of \$3,500.00 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement. The landlord is to receive credit for any partial payments made on the Monetary Order.

Conclusion

I issue to the tenant a Monetary Order of \$3,500.00 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement. The landlord is to receive credit for any partial payments made on the Monetary Order.

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: May 08, 2020

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Residential Tenancy Branch