



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, MNSD**

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.

The parties attended and were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

I have only considered and referenced in the Decision relevant evidence submitted in compliance with the Rules of Procedure to which I was referred.

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 the sum of \$1,350.00 by 5 PM on June 26, 2020;

2. Each party agreed that neither has a claim against the other arising from a tenancy agreement which ended on July 31, 2019, including, but not limited to, claims by either for the return of the pet and security deposit, damages or compensation;

3. The tenant's application is dismissed without leave to reapply.

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

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 a Monetary Order of \$1,350.00 to the tenant to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

Conclusion

Further to the above settlement, I issue a Monetary Order of \$1,350.00 to the tenant to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

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: June 25, 2020

Residential Tenancy Branch