



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*.

The tenant applied for a monetary order for the return of the double the security deposit and for the recovery of the filing fee. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence. The tenant testified that he had not received the landlord's evidence. Therefore, the landlord's evidence was not used in the making of this decision. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be Decided**

Is the tenant entitled to her monetary claim?

### **Background and Evidence**

The background facts are generally undisputed. The tenancy started on February 01, 2019. The monthly rent was \$2,250.00. Prior to moving in the tenant paid a security deposit of \$1,125.00, which is currently held by the landlord.

The reasons for the tenant's application were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay the tenant \$1,450.00 by July 15, 2020, in full and final satisfaction of all claims against the tenant.
2. The tenant agreed to accept \$1,450.00 in full and final settlement of all claims against the landlord. A monetary order in this amount will be granted to the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,450.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their 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.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$1,450.00**.

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: July 02, 2020

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Residential Tenancy Branch