



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDR, FFL

Introduction

This hearing was scheduled as a result of an interim decision dated June 18, 2020 adjourning the tenant's application for Direct Request to a participatory hearing pursuant to the *Residential Tenancy Act* (the "Act") for:

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

Both parties, the landlord LKJ and tenant AC attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed receipt of the tenant's application for Dispute Resolution and receipt of his evidentiary package after it was emailed to her in accordance with the requirements of the *Emergency Program Act* and the March 30, 2020 Executive Director of the Residential Tenancy Branch's - *Director's Order* respecting email service for documents described in sections 88 and 89 of the *Act*

The landlord confirmed she did not serve any evidentiary documents.

As neither party raised an issue on service of documents, I find that the landlord was sufficiently served pursuant to the *Director's Order* and section 71 of the *Act*.

Issues to be Decided

Is the tenant entitled to the following?

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

Settlement

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. The agreement was read over to the parties to ensure that they understood the settlement.

The parties agreed to the following final and binding settlement:

1. The landlord agrees to pay the tenant back his security deposit of \$475.00 and the filing fee of \$100.00
2. The landlord agrees to make two e-transfer payments to the tenant for the sum of \$287.50 each on Monday July 20, and July 27, 2020

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

The landlord and tenant affirmed that they understood that the above terms are legal, final, binding and enforceable.

Conclusion

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 by the terms of the

tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 17, 2020

Residential Tenancy Branch