



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a return of her security deposit of \$440.

This dispute began as an application via the ex-parte Direct Request process and was adjourned to a participatory hearing based on the Interim Decision by an adjudicator with the Residential Tenancy Branch (RTB), dated January 26, 2021, which should be read in conjunction with this decision.

The adjudicator found the submitted documentary evidence in the tenant's application did not meet the prescribed criteria for a non-participatory proceeding under the Direct Process.

At the participatory hearing, the tenant, the tenant's mother, and the landlord attended, the hearing process was explained and the participants were given an opportunity to ask questions about the hearing process.

The landlord confirmed receiving the tenant's Application for Dispute Resolution, evidence, for the original dispute resolution and as well as the Notice of Hearing for this reconvened hearing.

Thereafter the parties were provided the opportunity to present their affirmed evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me. Thereafter, a mediated discussion ensued. The parties additionally agreed that I would record their settlement, as noted below.

Preliminary and Procedural Matters-

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited under the Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, both parties affirmed they were not recording the hearing. The parties did not have any questions about my direction pursuant to RTB Rule 6.11.

Settlement and Conclusion

During the hearing the parties reached a settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenant's claim.

The parties confirmed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The parties agreed that the landlord would deduct \$100 from the tenant's security deposit of \$440, and return \$340 to the tenant immediately by registered mail, in satisfaction of the tenant's claim.
2. The parties understand that the tenant will be issued a monetary order in the amount of \$340, and the monetary order will be cancelled and unenforceable as long as the landlord pays the tenant the amount of \$340.

This decision containing the parties' settled agreement 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 23, 2021

Residential Tenancy Branch