



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNETC, FFT

### Introduction

On June 24, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 51 of the *Residential Tenancy Act* (the “Act”), seeking a return of the security deposit pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Tenant and the Landlord attended the hearing. At the outset of the hearing, I explained to the parties that as this hearing was a teleconference, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, to please make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also advised that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties provided a solemn affirmation.

All parties confirmed service of the Notice of Hearing package and the evidence. As well, all parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order for compensation based on a Two Month Notice to End Tenancy for Landlord’s Use of Property?
- Is the Tenant entitled to a return of double the security deposit?
- Is the Tenant entitled to recover the filing fee?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on September 2, 2018 and the tenancy ended when the Tenant gave up vacant possession of the rental unit on May 17, 2021. Rent was established at an amount of \$1,300.00 per month and it was due on the first day of each month. A security deposit of \$650.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Both parties made submissions on the issues, but then turned their minds to settlement discussions.

### Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Landlord must pay to the Tenant the amount of **\$587.00**.
2. The Landlord must return to the Tenant the entire security deposit in the amount of **\$650.00**.
3. The Landlord must also pay to the Tenant the cost of the filing fee in the amount of **\$100.00**.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these matters. This settlement concludes all matters, and the parties are precluded from making any other Applications against the other party with respect to

this tenancy.

The Tenant will be granted a conditional Monetary Order in the amount of **\$1,337.00** in the event that the Landlord does not pay this amount in accordance with this settlement agreement.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I provide the Tenant with a conditional Monetary Order in the amount of **\$1,337.00** to serve and enforce upon the Landlord, if necessary. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. Only the amount unpaid will be enforceable.

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: October 21, 2021

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Residential Tenancy Branch