



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL, MNSDS-DR, FFT

Introduction

This hearing involved cross applications made by the parties. On November 4, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the Act, and seeking to recover the filing fee pursuant to Section 72 of the Act.

On October 29, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for a return of double the security deposit pursuant to Section 38 of the Act and seeking to recover the filing fee pursuant to Section 72 of the Act.

The Landlord attended the hearing, with L.G. attending as an agent for the Landlord. The Tenant attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could 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, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed 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 in attendance provided a solemn affirmation.

Service of documents and evidence was discussed. However, the parties turned their minds to a settlement.

Settlement Agreement

I raised the possibility of settlement 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, and they agreed as follows:

1. The Tenant must return the rental unit key fob back to the Landlord by the end of March 28, 2022.
2. Once the Landlord receives this key fob back, the Landlord must return the Tenant's security deposit in the amount of **\$800.00**.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing and that they would no longer be seeking claims against each other with respect to this tenancy.

This agreement is fully binding on the parties and is in full and final satisfaction of these disputes. As well, this concludes all matters, and the parties are precluded from making any other Applications against the other party with respect to this tenancy.

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 above, I provide the Tenant with a conditional Monetary Order in the amount of **\$800.00** if condition two is not satisfactorily complied with. This Order is only enforceable if the Tenant fails to comply with condition one set forth in the settlement above, and then the Landlord does not comply with condition two. The Order must be served on the Landlord by the Tenant. 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.

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: March 28, 2022

Residential Tenancy Branch