



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

On November 30, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for double the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and the Landlord attended the hearing as well, with S.A. attending as an agent for the Landlord. 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. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed and confirmed.

Issue(s) to be Decided

- Is the Tenant entitled to 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 May 1, 2019, and that the tenancy ended on October 30, 2021, when the Tenant gave up vacant possession of the rental unit. Rent was established at an amount of \$1,000.00 per month and it was due on the first day of each month. A security deposit of \$500.00 was also paid. A copy of the signed tenancy agreement was not submitted as documentary evidence.

All parties also agreed that the Tenant provided his forwarding address in writing on October 30, 2021. S.A. acknowledged that the Landlord did not return the deposit in full or make an Application to claim against this deposit within 15 days of October 30, 2021, pursuant to Section 38 of the *Act*, nor did the Landlord have the Tenant's written consent to withhold any amount of the deposit.

After hearing submissions from S.A., the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

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 reached the following full and final settlement agreement during the hearing:

1. The Landlord must pay to the Tenant the amount of **\$500.00**.
2. If condition one is breached, the Tenant is provided with a conditional Monetary Order in the amount of **\$500.00**.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of these dispute.

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 disputes. In addition, the parties also agreed that they are now precluded from filing any future Applications against each other with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$500.00** to serve and enforce upon the Landlord, if necessary. 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: June 28, 2022

Residential Tenancy Branch