



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, MNSD**

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. An Order for the return of part of all of the Tenant's security deposit pursuant to Sections 38 and 62 of the Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord and the Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

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.

The parties reached a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Landlord agreed to return the full security deposit (\$375.00) plus half of the application filing fee (\$50.00) totalling \$425.00 to the Tenant. The Landlord will leave a cheque payable to the Tenant for \$425.00 at the hotel by 12:00 p.m. on September 28, 2022;
2. The Tenant will be granted a Monetary Order against the Landlord for \$425.00 in case the Landlord has not left the cheque at the hotel for pick up by 12:00 p.m. on September 28, 2022;
3. The Tenant agreed that if a \$425.00 cheque payable to him is left at the hotel by 12:00 p.m. on September 28, 2022, the Monetary Order is null and void;
4. The Parties are ordered to comply with all these settlement terms; and,
5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Tenant a Monetary Order for \$425.00 which is effective if the Landlord does not leave a cheque in the amount of \$425.00 payable to the Tenant at the hotel by 12:00 p.m. on

September 28, 2022. This Order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

If the Landlord leaves a cheque in the amount of \$425.00 payable to the Tenant at the hotel by 12:00 p.m. on September 28, 2022, the Monetary Order is null and void.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 26, 2022

Residential Tenancy Branch