



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNSD**

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an Order for the return of the security deposit that the Landlord is holding without cause pursuant to Section 38 of Act.

The hearing was conducted via teleconference. The Landlord and one 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 agreed to settle in 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 agrees to compensate the Tenants for one month compensation for ending the tenancy for Landlord's use, and the Landlord agrees to return the Tenants' full security deposit totalling \$1,725.00 (\$1,150.00 + \$575.00);
2. The Tenants will be granted a Monetary Order for the above compensation amount;
3. The parties are ordered to comply with all these settlement terms; and,
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties' rights and obligations under the Act continue. 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.

For the benefit of the Landlord, the Landlord may wish to discuss with an Information Officer at the RTB the options available to him for any outstanding matters from this tenancy. An Information Officer can be reached at:

5021 Kingsway
Burnaby, BC
Phone: 250-387-1602 / 1-800-665-8779
Website: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

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 Tenants a Monetary Order in the amount of \$1,725.00. The Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order,

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.

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: October 27, 2022

Residential Tenancy Branch