



# 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 an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for the landlord to return the security deposit pursuant to section 38;

The landlord and the landlord's agents RL and SN ("the landlord") attended. The tenant's agent ("the tenant") attended. Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. I explained the hearing process.

Neither party made any adjournment or accommodation requests

Each party confirmed they were not recording the hearing.

Each party provided their email address to which the Decision shall be sent.

### *Service*

No issues of service were raised. I find service of documents complied with the Act.

### *Settlement*

I explained the settlement process, and the potential outcomes and consequences, to both parties.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

#### **The parties agreed as follows:**

- 1) The landlord shall forthwith return the tenant's security and pet deposit ("the security deposit") in full and final satisfaction of the tenant's claim.
- 2) The parties acknowledged the amount of the security deposit held by the landlord is \$1,800.00.
- 3) The landlord shall return the security deposit to the tenant by e-transfer without delay. Email addresses for both parties are referenced on the first page and were confirmed during the hearing.
- 4) The parties agreed the settlement is in full and final satisfaction of any claim for damages or compensation which the landlord may have against the tenant with respect to the tenancy.

5) This agreement constitutes full and final settlement of this application.

In support of this settlement and with the agreement of both parties, I grant the tenant the following:

1. Monetary Order in the amount of \$1,800.00, payment to be made by the landlord without delay to the tenant by e-transfer.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s), the Order(s) may be filed and enforced as an Order of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

## Conclusion

The Application for Dispute Resolution is settled on the above terms of settlement.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Monetary Order in the amount of \$1,800.00

This Order must be served on the landlord by the email address which appears on the first page. This Order may be filed in the Courts of the Province 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 *Residential Tenancy Act*.

Dated: February 21, 2023

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Residential Tenancy Branch