



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

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

- authorization to obtain a return of all or a portion of the security deposit pursuant to section 38, including double the amount as a penalty;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties were successful in resolving this dispute by mutual agreement.

### **Terms of Settlement**

Pursuant to section 63 of the Act, an 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 an agreement to settle their dispute under the following final and binding terms:

1. The parties agreed the landlord will return to the tenant the security deposit in full plus the filing fee for this application for a total amount of \$1250.00. The landlord is instructed to return the above amount on or before the end of the day April 14, 2023.
2. The landlord shall make the above payment by e-transfer the tenant's email address confirmed by the landlord during the hearing.

3. The landlord agrees if the above amount is not paid on or before April 14, 2023, the tenant shall be entitled to double the security deposit plus the filing fee for a total award of \$2400.00.
4. The tenant is granted a Monetary Order for the amount of \$2400.00 which is only to be enforced if the landlord fails to pay the settlement amount of \$1250.00 on or before April 14, 2023. The enforceable portion of this order will be reduced in accordance with any payments made to the tenant(s).
5. The tenant waived any potential right to double the amount of the security deposit as a penalty unless the landlord fails to comply with the terms of this settlement as indicated above.
6. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.
7. The parties further agree that no future claims may arise from either party under the *Residential Tenancy Act* in relation to this tenancy which ended in May 2022.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that the above terms comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

#### Conclusion

Subject to the settlement terms above and pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of **\$2400.00**. 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: April 06, 2023