

DECISION

Introduction

This hearing dealt with the tenant's application for dispute resolution, filed on February 2, 2024, under the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$1,323.40 for the return of double the amount of the tenant's security deposit plus interest, under section 38 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application from the landlord, under section 72 of the *Act*.

The landlord and the tenant attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 56 minutes from 11:00 a.m. to 11:56 a.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to them.

The landlord stated that she co-owns the rental unit with her brother. She said that she had permission to represent her brother. She confirmed that her parents were the previous owners, and their ownership titles were transferred to the landlord and her brother. She provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. She also confirmed receipt of the RTB interim decision, dated February 19, 2024, which adjourned this hearing from a direct request ex-parte application to a participatory hearing. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application and the RTB interim decision.

The tenant confirmed receipt of the landlord's evidence package. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's evidence package.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenant \$615.70 total, by April 15, 2024, by way of e-transfer, to the tenant's email address, which was confirmed by both parties during this hearing;
 - a. Both parties agreed that the above amount of \$615.70 total, includes \$600.00 for the tenant's original security deposit paid to the landlord, plus \$15.70 interest from August 15, 2019 (the start date of tenancy) to March 28, 2024 (the date of this hearing), as per the online RTB security deposit calculator;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application and any issues arising out of this tenancy;
3. The tenant agreed to bear the cost of the \$100.00 filing fee that she paid for this application;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion.

Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 56-minute hearing, of the 60-minute total maximum hearing time. Both parties were provided with ample time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

Conclusion

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the tenant's favour in the amount of \$615.70 total. I deliver this order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$615.70 total, as per condition #1 of the above agreement. The landlord must be served with a copy of this order. 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.

The tenant must bear the cost of the \$100.00 filing fee that she paid for this application.

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: April 8, 2024

Residential Tenancy Branch