



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order of \$1,698.00 for the return of double the security deposit.

The Tenant and an agent for the Landlord ("Agent") appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

During the hearing, I asked the Agent for the Landlord's name in this matter, as the Landlord identified on the Application was different than that in the tenancy

agreement. The Agent advised me of the corporate Landlord, so I have amended the Respondents' name in the Application, pursuant to section 64(3)(c) and Rule 4.2, to reflect this corporation.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. Both Parties agree to withdraw their applications for dispute resolution against the other Party in full, as part of this mutually agreed settlement. The file number for the Landlord's application claiming against the Tenant is set out on the cover page of this Decision.
2. The Parties agree that by July 19, 2020, the Tenant will pay the Landlord \$200.00, as a full and final settlement of these matters.
3. The Landlord is provided with a Monetary Order in the amount of \$200.00, in case the Tenant fails to adhere to this Agreement. The Monetary Order will become void and unenforceable, once the Tenant pays the Landlord this amount.
4. If the Tenant fails to adhere to this Settlement Agreement, this Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.
5. The Parties agree that they entered into this Agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis, and that the Parties understood the binding nature of this full and final settlement of these matters.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition and support of this Settlement Agreement described above, and with agreement of both Parties, I grant the Landlord a conditional **Monetary Order**, to serve and enforce upon the Tenant, if necessary. This Monetary Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: May 19, 2020

Residential Tenancy Branch