



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR, FFT

Introduction

On October 8, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for double the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, with S.S. attending as well. The Landlord also attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

S.S. advised that the Landlord was served with the Tenant’s Notice of Hearing and evidence package by registered mail on November 26, 2021 (the registered mail tracking number is noted on the first page of this Decision). She submitted that this package was not claimed by the Landlord. The Landlord advised that she did not receive this package. Based on this evidence and testimony provided, I am satisfied on a balance of probabilities that this package was served in accordance with Sections 89 and 90 of the *Act*. As such, I find that the Landlord was deemed to have received the Tenant’s Notice of Hearing and evidence package five days after it was mailed. Consequently, I have accepted this evidence and will consider it when rendering this Decision.

The Landlord advised that her evidence was served to the Tenant by registered mail on May 24, 2022. S.S. confirmed that the Tenant received this evidence and that he was prepared to respond to it. Based on this testimony, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order for double the security deposit?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on October 1, 2018, and that the tenancy ended when the Tenant returned the keys to the rental unit on September 4, 2021. Rent was established at an amount of \$1,750.00 per month and it was due on the first day of each month. A security deposit of \$875.00 was paid and no pet damage deposit was paid despite it indicating as much on the tenancy agreement. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

As it was later determined that S.S. was never a tenant on the tenancy agreement, she was asked to exit the teleconference as she was not a party to this tenancy. The Style of Cause on the first page of this Decision has been amended to remove her as a Tenant/Applicant to this proceeding.

Submissions were made by the parties on the matters with respect to this Application; however, the parties turned their minds to a settlement of their disputes.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord must pay to the Tenant the amount of **\$900.00**.
2. The parties agreed that fulfilment of this condition would amount to full and complete satisfaction of this dispute.
3. The parties also agreed that no further Applications could be made by either party with respect to this tenancy.

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 they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$900.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. 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: June 6, 2022

Residential Tenancy Branch