



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, MNDCL-S, LRSD, FFL, MNSDS-DR

Introduction and Preliminary Matters

This hearing dealt with cross-applications filed by the parties. On February 28, 2024, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to section 67 of the *Residential Tenancy Act* (the Act), seeking to apply the security deposit towards this debt pursuant to section 67 of the Act, and seeking to recover the filing fee pursuant to section 72 of the Act.

On February 13, 2024, the Tenant made an Application for Dispute Resolution seeking a return of the security deposit pursuant to section 38 of the Act.

Both the Landlord and the Tenant 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.

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 January 1, 2023, and that the tenancy ended when the Tenant gave up vacant possession of the rental unit on November 30, 2023. Rent was established at an amount of \$800.00 per month and was due on the last day of each month. A security deposit of \$400.00 was also paid. A copy of the written tenancy agreement was submitted as documentary evidence for consideration.

Prior to hearing submissions about the merits of the respective Applications, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and Monetary Order.

Settlement Agreement

The parties 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.

Both parties agreed to the following terms of a final and binding resolution of these Applications and the issues in dispute arising out of this tenancy at this time. The parties did so of their own free volition and without any element of coercion.

1. The Landlord is entitled to keep **\$77.62** of the Tenant's security deposit, but must return the balance in the amount of **\$322.38**.
2. The Landlord wanted an explanation from the Tenant about her perspective at the end of the tenancy, and the Tenant complied to the Landlord's satisfaction.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of these disputes. The parties are now precluded from filing any further Applications against the other 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 these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, I grant a Monetary Order in the Tenant's favour in the amount of **\$322.38**. The Tenant is provided with this Order in the above terms and the Landlord must be served with **this Order** as soon as possible. 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. Only the amount remaining unpaid will be enforceable.

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 15, 2024

Residential Tenancy Branch