



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

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

- authorization to obtain a return of double her security deposit pursuant to section 38; and
- authorization to recover her filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlords confirmed that they received a copy of the tenant's dispute resolution hearing package sent by the tenant on or about August 4, 2011 by registered mail. I am satisfied that the tenant served this package in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a return of her security deposit? Is the tenant entitled to a monetary award equivalent to the amount of her security deposit pursuant to section 38(6) of the *Act* for the landlords' failure to return her security deposit within 15 days of receiving her forwarding address in writing? Is the tenant entitled to recover her filing fee for this application from the landlords?

Background and Evidence

This month-to-month tenancy commenced on May 1, 2010. Monthly rent was set at \$420.00, payable in advance on the first of each month. The landlords continue to hold the tenant's \$210.00 security deposit paid on April 18, 2010.

The parties agreed that the tenant vacated the rental unit by June 30, 2011. The parties also agreed that the tenant gave the landlords her forwarding address in writing on July 3, 2011. After receiving her forwarding address, the landlords did not return any portion of her security deposit, nor did they apply for dispute resolution to obtain authorization to retain any portion of the tenant's security deposit. The landlords testified that they had no agreement with the tenant to enable them to retain the tenant's security deposit.

The male landlord testified that the landlords lost the tenant's forwarding address and telephone number after she vacated the rental unit. The male landlord testified that the tenant did not provide one month's notice before she vacated the rental unit. The tenant confirmed that she did not give her written notice until mid-June 2011, as she maintained that the landlords had given her oral permission to do so. The landlords said that they may seek a monetary award for recovery of their loss of rent for July 2011, due to the late notice given by the tenant to end her tenancy.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues arising out of this tenancy on the following terms:

1. The parties agreed that the landlords will make a payment of \$237.00 to the tenant by November 15, 2011.
2. The parties agreed that this cash payment by the landlords constitutes a final and binding resolution of all issues arising out of this tenancy for both parties.
3. The parties agreed that they will not make any further applications for dispute resolution arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$237.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlords do not abide by the terms of the above settlement.

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: November 08, 2011

Residential Tenancy Branch