



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of double his security deposit pursuant to section 38; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss their dispute. The landlord testified that on March 3, 2013, he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on March 1, 2013. I am satisfied that the tenant served this package to the landlord pursuant to the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses arising out of this tenancy? Is the tenant entitled to a monetary award for the return of his security deposit? Is the tenant entitled to a monetary award equivalent to the amount of his security deposit as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This tenancy began as a one-year fixed term tenancy on November 1, 1999. At the expiration of the initial term, this tenancy converted to a periodic tenancy. Monthly rent at the time the tenant vacated the rental unit on February 28, 2011 was set at \$1,700.00. The landlord continues to hold the tenant's \$700.00 security deposit plus interest, paid on or about October 15, 1999.

The tenant testified that on January 29, 2011, he sent the landlord a letter by registered mail containing his forwarding address. Although the landlord confirmed having receiving the tenant's registered letter, he testified that no forwarding address was conveyed in that letter.

The tenant's application for a monetary award of \$1,528.68 included a request for a return of double his \$700.00 security deposit plus an amount for the landlord's failure to reimburse him for appliances he purchased during the tenancy for the rental unit. Neither party provided any written evidence for this hearing.

Analysis

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 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 settle all issues arising out of this tenancy on the basis of the following final and binding terms:

1. The landlord agreed to mail the tenant a cheque or money order in the amount of \$814.34 by March 30, 2013.
2. Both parties agreed that all issues arising out of this tenancy will be resolved by the landlord's agreement to send the tenant a cheque or money order in the amount of \$814.34.
3. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues 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 \$814.34. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: April 02, 2013

Residential Tenancy Branch