



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 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 cross-examine one another. The tenant gave undisputed sworn testimony that on October 6, 2012, he gave the landlord his notice to end this tenancy. The landlord confirmed that he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on January 30, 2013. I am satisfied that the tenant served his hearing package to the landlord in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for the return of his security deposit? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This periodic tenancy commenced on October 1, 2012. Monthly rent was set at \$1,500.00, payable in advance on the first of each month, plus 2/3 of the utilities for this rental property. The landlord continues to hold the tenant's \$750.00 security deposit.

The tenant applied for a monetary award of \$750.00 to obtain a return of his security deposit. Although he testified that he handed the landlord a copy of his forwarding address in writing on November 22, 2012 when he returned the keys to this rental unit to the landlord, the landlord denied having been given the tenant's forwarding address at that time. The landlord gave sworn testimony that he did not receive the tenant's forwarding address until he received the tenant's dispute resolution hearing package. The tenant provided no copy of the forwarding address he said he gave to the landlord.

The landlord gave undisputed testimony that the tenant did not pay the utility bills that arose from his tenancy. The landlord testified that the tenant's portion of the utility bills were \$39.60, \$106.00 and \$124.00, totalling \$269.60, for gas and hydro during this tenancy. The tenant said that he did not receive any bills from the landlord during this short tenancy. He did not dispute the landlord's claim that utilities were still owing.

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 a final and binding resolution of all issues in dispute between them arising out of this tenancy under the following terms of settlement:

1. The landlord agreed to mail the tenant a negotiable cheque in the amount of \$480.40 by April 23, 2013.
2. Both parties agreed that the above settlement of the tenant's monetary claim constituted a final and binding resolution of all issues arising out of this tenancy for both parties and both parties agreed that they will not initiate any further applications for dispute resolution relating to 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 \$480.40. 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 22, 2013

Residential Tenancy Branch

