



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the return of the security deposit and to recover the filing fee for the cost of the application.

The Tenant appeared for the hearing and testified that she had served the Notice of Hearing documents, a copy of the application and documentary evidence to the Landlord by registered mail. The Tenant provided the Canada Post tracking number as evidence for this method of service. The Tenant also confirmed receipt of the Landlord’s documentary evidence submitted prior to the hearing.

The Landlord appeared for the hearing and also confirmed receipt of the hearing documents and the Tenant’s documentary evidence prior to the hearing.

As a result, I find that the Tenant served the hearing documents in accordance with the Residential Tenancy Act (the “Act”) and both parties served documentary evidence to each other in accordance with the Rules of Procedure.

At the start of the hearing the Landlord and Tenant agreed a \$600.00 security deposit had been paid by the Tenant to the Landlord at the start of the tenancy. It was determined that whilst the Landlord had provided documentary evidence of a potential claim for damages to the rental suite, the Landlord had failed to make an Application for this to be dealt with during the hearing. It was also determined that the Landlord had failed to meet her legal obligation regarding the return of the Tenant’s security deposit pursuant to Section 38(1) of the Act and the Landlord was cautioned regarding the doubling provision of Section 38(6) of the Act. In addition the Landlord had also failed to meet the reporting requirements pursuant to Section 23 of the Act and the Landlord was referred to Section 24 of the Act which provides for the consequences if the reporting requirements in Section 23 of the Act are not met.

However, during the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

### Analysis & Conclusion

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.

Both parties **agreed** to settle the dispute in full as follows:

- The Landlord will return the Tenant's security deposit in the amount \$600.00 to the Tenant by May 31, 2014.
- This is in full satisfaction of the Tenant's Application and the Landlord's allegations of damage to the rental unit made during the hearing.
- The Tenant is issued with a Monetary Order in the amount of \$600.00 which is enforceable in the Small Claims court if the Landlord fails to make payment by May 31, 2014.

This agreement and order is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy.

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: March 11, 2014

---

Residential Tenancy Branch

