



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, MNSD

### Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and compensation reflecting the double return of the security deposit. Both parties attended and gave affirmed testimony.

The parties agreed that the landlord's name as shown on the tenant's application for dispute resolution will be amended to read as it is shown on this Decision.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is located in a 2 level house. The landlord resides in the upper level of the house, and the basement of the house is the rental unit.

There is no written tenancy agreement in evidence for this tenancy which is understood to have lasted for approximately 2 months in October and November 2013. There were 2 tenants, however, the name of the other tenant is unknown and only the tenant / applicant is named on the application for dispute resolution. Monthly rent was \$900.00; a security deposit of \$225.00 was paid by the tenant / applicant, and a security deposit of \$225.00 was paid by the other tenant.

The tenant / applicant provided the landlord with his forwarding address in writing at some point in time which cannot be conclusively determined, but is thought to be in either December 2013 or January 2014. At that same time the tenant / applicant requested the return of his security deposit. To date, no portion of the security deposit has been repaid. During the hearing the parties undertook to resolve their dispute.

### Analysis

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

#### **RECORD OF SETTLEMENT**

- that the landlord will pay the tenant **\$225.00**, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be by **cheque** made payable to the tenant;
- that the above cheque will be put into the mail by not later than **midnight, Wednesday, June 25, 2014**;
- that the **address used for mailing** will be the address shown for the tenant / applicant in his application for dispute resolution;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties, such that neither party will file a related application for dispute resolution in future.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$225.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order 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: June 11, 2014

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Residential Tenancy Branch

