



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Dispute Codes

MNSD

## Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of the \$500.00 security deposit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process.

The landlord's surname was corrected to his legal name; the name on the application was not correct.

The tenant confirmed that the application served to the landlord did not include her service address. The tenant confirmed that she has not given the landlord any written forwarding address since the tenancy ended on February 28, 2014.

## Mutually Settled Agreement

The parties agreed to the following:

- the landlord is entitled to retain \$250.00 of the \$500.00 security deposit paid in December 2013;
- the landlord will immediately return the balance of the deposit, \$250.00 to the forwarding address that was provided by the tenant during the hearing;
- that Orders would be issued in relation to the settled agreement; and
- that this mutually settled agreement settles all matters between the parties in relation to the tenancy.

Section 63(2) of the Act provides:

### ***Opportunity to settle dispute***

**63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

*(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order*

Therefore, pursuant to section 63(2) of the Act:

- I find that the landlord is entitled to retain \$250.00 from the security deposit;
- I Order the landlord to return, forthwith, the balance of the security deposit in the sum of \$250.00 to the tenant at the address provided during the hearing; and
- I Order that neither party may make any further claims against the other in relation to this tenancy.

Based on these determinations I grant the tenant a monetary Order in the sum of \$250.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court. The Order will not be enforceable once payment has been made by the landlord.

This decision is final and binding and 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 27, 2014

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Residential Tenancy Branch

