



Dispute Resolution Services

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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 double the security deposit and to recover the filing fee for the cost of the Application.

The Tenant and one of the Landlords appeared for the hearing and no issues were raised by the parties in relation to the service of the Tenant’s Application and the submission of written evidence by both parties in accordance with the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure.

At the start of the hearing the Landlord and Tenant agreed that a \$675.00 security deposit had been paid by the Tenant to the Landlords at the start of the tenancy.

The Tenant testified that the Landlord was served with her forwarding address by e-mail and a copy of this was also posted on the Landlord’s vehicle. The Landlord denied receipt of the Tenant’s forwarding address and testified that he only became aware of this on the Tenant’s Application.

The Act does not allow a Tenant to serve a forwarding address by posting it on a Landlord’s vehicle or by e-mail. The Tenant failed to provide a copy of the e-mail containing her forwarding address and evidence to support the fact that the Landlord had received this e-mail.

As a result, I determined that the Tenant had failed to provide the Landlord with a forwarding address in writing as required by Section 38(1) of the Act. I continued to prove the parties instructions that the Landlord would be put on notice of the Tenant’s forwarding address in the hearing and the Landlord would have to deal with the Tenant’s security deposit in accordance with the Act.

The Landlord then indicated his intention of pursuing a monetary claim for unpaid utilities and damages to the rental suite.

As a result, the parties took the opportunity during the hearing to discuss the issues between them, engaged in a conversation, and turned their minds to compromise, thus achieving a resolution of their dispute.

Settlement Agreement

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 Tenant's Application in full as well as all of the issues associated with this tenancy as follows:

- The Tenant consented to the Landlord deducting \$189.59 for unpaid utilities from her security deposit.
- This leaves an outstanding balance of \$485.41 which the Landlords are required to return to the Tenant forthwith after receipt of this decision.
- This is in full satisfaction of the Tenant's Application and the Landlords' potential monetary claim for losses.
- The Tenant is issued with a Monetary Order in the amount of **\$485.41** which is enforceable in the Small Claims court **if** the Landlords fail to make payment in accordance with this agreement.
- The parties are cautioned to retain evidence in relation to the steps taken to meet the above terms and conditions.

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: August 01, 2014

Residential Tenancy Branch

