



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

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 ‘Other’ issues, being a request for the return of his security deposit in the amount of \$225.00 and \$450.00 for May, 2014 lost rent. This monetary claim was reflected in the Tenant’s Application.

Both parties appeared for the hearing and provided affirmed testimony. At the start of the hearing, I determined that the Tenant had served the Landlord with the notice of this hearing by registered mail pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”), based on the Tenant’s submission of the registered mail tracking receipt. No further written evidence was provided in advance of the hearing by the parties.

Preliminary Issues

I amended the Tenant’s Application, pursuant to Section 64(3) (c) of the Act; with his new address; this also appears on the first page of the decision for the Landlord’s purpose.

At the start of the hearing, the Landlord submitted that he did not have a forwarding address for the Tenant. The Tenant submitted that he did not provide one to the Landlord as he did not know the Landlord’s service address and the Landlord was not being co-operative in providing this; however, the Tenant was successful in serving the Landlord with this Application by registered mail and there was no reason why this address could not have been used to serve the Landlord the Tenant’s forwarding address.

Therefore, I determined that the Tenant had not met the requirements of Section 38(1) of the Act in giving the Landlord a forwarding address and therefore there was no requirement for the Landlord to deal with the Tenant’s security deposit until this had been done.

The Tenant explained that he had a dispute with his room-mate, who had a separate tenancy with the Landlord, and as a result the police were called. The police took no further action but requested that the Tenant leave the rental suite; the Tenant vacated the rental

suite on April 29, 2014 and now claims for May, 2014 rent, which he testified had been paid to the Landlord for time he was not living in the rental suite. The Landlord denied receiving any rent from the Tenant for May, 2014 and the Tenant provided insufficient evidence to support that this amount had been paid to the Landlord.

The Tenant was informed that the Landlord cannot be held responsible for non payment of rent as a result of a dispute between him and another renter which caused the tenancy to end. Furthermore, the Tenant had failed to give proper notice under the Act to end the tenancy.

During the hearing however, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute through mutual agreement.

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 follows:

1. The Tenant allows the Landlord to keep **\$100.00** from his **\$225.00** security deposit.
2. This leaves an outstanding balance of **\$125.00** which the Landlord agreed to return to the Tenant forthwith after receipt of this decision to the address documented on the first page of this decision.
3. The Tenant is issued with a Monetary Order in the amount of \$125.00 which is enforceable in the Small Claims court **if** the Landlord fails to make payment.

The Landlord is cautioned to retain documentary evidence of payment made to meet the terms and conditions of the above agreement. 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 12, 2014

Residential Tenancy Branch

