



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, O, SS

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 his security deposit and to recover the filing fee for the cost of the Application. The Tenant also applied to serve documents to the Landlord in a different manner and for 'Other' issues; however these two issues applied for were not relevant to this hearing.

Both parties appeared for the hearing and provided affirmed testimony as well as written evidence in advance of the hearing. The Landlord confirmed receipt of the Tenant's Application by registered mail.

At the start of the hearing the Landlord and Tenant agreed that a \$1,300.00 security deposit had been paid by the Tenant to the Landlord at the start of the tenancy.

The Landlord confirmed that he had received the Tenant's forwarding address in writing by e-mail on January 12, 2014 and by registered mail in the form a letter sent to him on March 13, 2014.

The parties agreed that the tenancy had ended at the end of January, 2014 by mutual agreement and that the Landlord made a deduction of \$1,141.35 from the Tenant's security deposit without consent, returning a balance of \$158.65 directly into the Tenant's bank account. The Landlord confirmed that no Application to keep the remainder of the Tenant's security deposit had been made prior to this hearing.

The parties were informed of Section 38(1) of the Act in relation to the Landlord's obligation to make an Application within 15 days of receiving the Tenant's forwarding address in writing. The parties were also informed of Section 38(6) of the Act which explains that if the Landlord fails to comply with Section 38(1) of the Act, the Tenant is entitled to double the amount of the deposit paid.

The Landlord took the above provisions of the Act into consideration and decided that it was better to resolve this matter through mutual agreement as follows.

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 with the Landlord agreeing to return to the Tenant **\$992.90**. This amount includes the filing fee and authorisation for the Landlord to deduct \$198.45 for carpet cleaning as well as the amount already returned to the Tenant $((1,300 + 50) - (158.65 + 198.45))$.

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.

The Tenant is issued with a Monetary Order in the amount of **\$992.90** which is enforceable in the Small Claims court if the Landlord fails to make payment in accordance with this agreement after receipt of this decision.

The parties are cautioned to retain evidence in relation to the steps taken to meet the above terms and conditions.

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: September 15, 2014

Residential Tenancy Branch

