



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF
 MNDC, MNSD

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by both the Tenant and the Landlord.

The Landlord and Tenant both applied for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”), and to deal with the security deposit. The Landlord also applied to recover the filing fee.

Both parties appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other’s Applications and only the Landlord provided written evidence prior to the hearing.

The parties explained that a tenancy agreement for this tenancy was completed to start on July 1, 2014 on a month to month tenancy where the monthly rent was established at \$950.00 per month. The Tenant had paid a security deposit for the rental suite in the amount of \$475.00 on June 1, 2014 which the Landlord still retains.

The parties confirmed that the Tenant had provided the Landlord with a forwarding address in writing on June 14, 2014. The Landlord had made his Application on June 17, 2014. As a result, the doubling provision of Section 38(6) of the Act did not apply as the Landlord had made his Application to keep the Tenant’s security deposit within the time limits stipulated by the Act.

The parties provided conflicting testimony and submissions during the hearing relating to the circumstances and events of this dispute. During the hearing I explained to the parties the provisions of Sections 15 and 16 of the Act which provide that a Landlord can require a security deposit as a condition of entering into the tenancy agreement and

that the terms of a tenancy agreement take effect from the date the tenancy is entered into, whether or not the Tenant ever occupies the rental unit.

At the end of the hearing, I offered the parties a chance to settle this dispute by mutual agreement. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis & Conclusion

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 Applications in full as follows:

- The parties agreed that the Landlord will return \$237.50 of the Tenant's security deposit forthwith and the Tenant agreed that the Landlord will retain the other half of the \$475.00 security deposit in the amount of \$237.50.
- The Tenant is issued with a Monetary Order in the amount of \$237.50 which is enforceable in the Small Claims court if the Landlord fails to make payment in accordance with this decision.

The parties are cautioned to retain documentation of monies paid to realise the above terms and agreement of this resolution.

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: October 20, 2014

Residential Tenancy Branch

