



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY GROUP HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for a Monetary Order for double the amount of the Tenant’s security deposit.

An agent for the Landlord, the assistant Property Manager and the Tenant all appeared for the hearing and provided affirmed testimony as well as written evidence. No issues in relation to the service of documents under the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure were raised by the parties.

At the start of the hearing the parties confirmed that the Tenant had provided the Landlord with a forwarding address in writing on May 23, 2014 and that the Landlord had made a deduction from the Tenant’s security deposit in the amount of \$93.00 without the Tenant’s **written** consent **or** without making an Application within 15 days of receiving the Tenant’s forwarding address for authorization to make the deduction.

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. However, while the Landlord may have extinguished their right to make a claim from a Tenant’s deposit, they are still entitled to make an Application for losses incurred during the tenancy.

The Tenant made a number of submissions in rebuttal to the Landlord’s reasons for making the deductions. While I did not make any legal findings in relation to these submissions, I offered the parties an opportunity to settle this matter through mutual agreement. The parties 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 **\$93.00** of the Tenant's remaining security deposit that had been deducted by the Landlord. This payment is to be made available to the Tenant for collection at the Landlord's office by 3:00 p.m. on October 15, 2014.

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 file is now closed and the parties do not have leave to make an Application.

The Tenant is issued with a Monetary Order in the amount of **\$93.00** which is enforceable in the Small Claims court if the Landlord fails 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 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 14, 2014

Residential Tenancy Branch

