



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNSD, MNDC, OLC, RPP, 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. The Tenant had initially made an Application to cancel a notice to end tenancy for cause. However, the Tenant alleged that she had been illegally evicted from the rental suite and as a result, amended her Application for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), for the return of her security deposit, for the Landlord to return the Tenant’s personal property, for the Landlord to comply with the Act and for ‘Other’ issues. The amended Application was made on September 30, 2014.

The Landlord appeared for the hearing with an agent who led the testimony during the hearing. The Tenant appeared for the hearing with an advocate who assisted the Tenant with her testimony and submissions.

The Tenant’s witness had provided a statement stating that the Landlord had been served with the amended Application personally; however, the Landlord’s agent confirmed that they had not received an amended Application but only the original Application to cancel the notice.

The Tenant also had not provided the Landlord with a forwarding address in writing in order to initiate the Landlord’s requirement to deal with the Tenant’s security deposit. I explained to the parties my concern in proceeding with the Tenant’s Application based on the above submissions but I offered the parties a chance to engage in a discussion regarding settlement of the issues as the Landlord’s agent indicated they had a potential claim for unpaid rent and damages to the rental unit.

The parties discussed the issues between them in private and with each other, engaged in a conversation, turned their minds to compromise and achieved a resolution of the 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 Tenant's Application in full as follows:

- The parties agreed that the Landlord will return \$137.50 of the Tenant's security deposit and the Tenant agreed that the Landlord will retain the other half of the \$275.00 security deposit in the amount of \$137.50.
- The Tenant is issued with a Monetary Order in the amount of \$137.50 which is enforceable in the Small Claims court if the Landlord fails to make payment in accordance with this decision.
- The Tenant provided the Landlord with an address to where a money bank draft would be sent to after receipt of this decision. The Landlord is cautioned to ensure that documentation is retained in relation to monies paid.
- The Landlord's agent confirmed that they hold the Tenant's personal possessions and have not been able to contact the Tenant to return it.
- The Landlord's agent provided the Tenant with two phone contact numbers. When the Tenant is in a position to provide the Landlord with an address, the Tenant is to contact the Landlord, provide the address and discuss a mutual date and time for the return of the Tenant's personal property.
- The Landlord agreed to transport the Tenant's personal property to an address provided by the Tenant, but the Tenant is responsible for transporting her possessions from the vehicle to inside her residence or location due to liability concerns the Landlord had.

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 09, 2014

Residential Tenancy Branch

