



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF (Landlord's Application)  
                             MNSD, FF (Tenant's Application)

### Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenant and the Landlord. The Landlord applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement. The Tenant applied for double the return of his security deposit. Both parties also applied to recover the filing fee for their Application.

The Landlord, the owner of the property and the Tenant appeared for the hearing and provided affirmed testimony as well as documentary evidence prior to the hearing. The Tenant submitted that he was only provided with parts of the Landlord's written evidence that had been provided to the Residential Tenancy Branch.

The parties agreed that the Tenant had provided the Landlord with a security deposit at the start of the tenancy in the amount of \$600.00 which the Landlord still retained. The Landlord also confirmed that she had not completed a condition inspection report of the rental suite at the start and at the end of the tenancy in accordance with the Act.

The Tenant testified that he had been provided with a cheque for the security deposit by the Landlord at the end of the tenancy on October 1, 2014 which was postdated for October 15, 2014. When the Tenant attempted to cash the cheque, the cheque was returned as dishonored. The Tenant explained that he subsequently sent the Landlord a written letter by registered mail on October 27, 2014 which contained his forwarding address and informing the Landlord that the cheque that had been provided to him had bounced. The Landlord initially denied receipt of the letter but after the Tenant provided the Canada Post tracking number and it was determined on the Canada Post website that the letter had been received and signed for a few days later, the Landlord was unable to rebut this.

The Landlord had put a stop payment on the security deposit rent cheque which had been provided to the Tenant at the end of the tenancy. Furthermore, the Landlord had failed to

make an Application to keep the Tenant's security deposit within the 15 day time limit afforded to the Tenant under Section 38(1) of the Act.

As a result, I explained to both parties the provisions of Section 38(6) of the Act which explains that if the Landlord fails to comply with Section 38(1) of the Act above, the Tenant is entitled to double the amount of the deposit paid.

The Landlord made a number of submissions with regards to her Application as to the reasons why the security deposit had not been returned. However, before I continued to hear the Landlord's Application, 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 after much discussion and deliberation, the parties 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.

The Landlord agreed to pay the Tenant **\$650.00** in full and final satisfaction of both parties' Applications. The agreement was confirmed with the parties at the conclusion of the hearing and both parties confirmed their understanding to move forward with 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. The Tenant is issued with a Monetary Order in the amount of **\$650.00** which is enforceable in the Small Claims court if the Landlord fails to make payment in accordance with this agreement.

The Landlord is cautioned to retain documentary evidence of the payment made to Tenant to meet the above terms and conditions. Both files are now closed.

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: February 02, 2015

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Residential Tenancy Branch

