



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DOGWOOD MANOR  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### 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 return of his security deposit and to recover the filing fee.

The Tenant appeared for the hearing and provided affirmed testimony through a Translator. The Landlord named on the Application appeared for the hearing and confirmed that he was also acting as an agent for the company named on the Tenant’s Application. The Landlord provided affirmed testimony during the hearing. The Landlord confirmed receipt of the Tenant’s Application and the Tenant’s written evidence and also confirmed that he had not provided any written evidence prior to the hearing.

The parties both provided evidence in relation to the Tenant’s Application. The Landlord testified that he had already returned the security deposit back to the Tenant in September 2014 after he had received the Tenant’s forwarding address; however the Tenant had failed to cash the cheque. The Tenant denied receipt of such a cheque.

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 indicated that the Tenant had failed to provide proper notice to end his tenancy and claimed that the Tenant was liable for these losses. However, the Landlord also indicated that he was willing to send the Tenant another cheque for the security deposit in an effort to settle this matter and avoid future Applications.

I offered the parties an opportunity to settle this matter in full and final satisfaction 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 that the Landlord will return to the Tenant **\$415.00**, which comprised of the \$390.00 security deposit and \$25.00 towards the filing fee.

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. No further Applications are permitted and this file is now closed.

The Tenant is issued with a Monetary Order in the amount of **\$415.00** 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 in relation to the payment made 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: April 15, 2015

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Residential Tenancy Branch

