



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing concerns the tenant's application for a monetary order reflecting compensation for the double return of the security deposit. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on November 01, 2012. Monthly rent of \$600.00 was due and payable in advance on the first day of each month, and a security deposit of \$300.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

The tenant gave notice on October 31, 2014 of her intent to end tenancy effective November 30, 2014. Subsequently, while the tenant vacated the unit on or about November 21, 2014, rent was paid in full for November. An agent representing the landlord, and an agent representing the tenant did a walk-through of the unit together at the end of tenancy, however, a move-out condition inspection report was not completed.

There is no documentary evidence of the tenant's having provided the landlord, in writing, with her forwarding address prior to the time when she filed her application for dispute resolution on November 12, 2014. For his part, the landlord claims that he first became aware of the tenant's forwarding address when he received the tenant's application for dispute resolution during the latter half of November 2014. The tenant claims that she texted her forwarding address to the landlord in May of 2015, and again provided her forwarding address by way of an undated letter which the parties agree was personally delivered to the landlord by an agent representing the tenant. During

the hearing the parties agreed that the date when personal delivery of the aforementioned letter occurred was June 05, 2015. Since then, the landlord has not either repaid the tenant's security deposit or filed an application for dispute resolution.

During the hearing the parties attempted to settle their dispute.

Analysis

Section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will repay the tenant's full security deposit of **\$300.00**, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be by way of **one** of the following instruments:
 - Money Order
 - Bank Draft, or
 - Certified Cheque
- that one of the above instruments will be put into the mail to the tenant by not later than **midnight, Friday, July 03, 2015**;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties, such that neither party will file a future application for dispute resolution against the other with respect to this tenancy.

Going forward, the attention of the parties is drawn to the following sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 38: **Return of security deposit and pet damage deposit**

Conclusion

The parties settled their dispute pursuant to the **RECORD OF SETTLEMENT**.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$300.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: June 30, 2015

Residential Tenancy Branch

