



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

The Tenant and an agent for the Landlords appeared for the hearing and provided affirmed testimony. The parties made a number of submissions in relation to the service of the Tenant’s Application to the Landlords. In addition, the Landlord’s agent confirmed that she was not aware of any Application that was made by the Landlords to keep the Tenant’s security deposit after confirming that the Landlords had been provided with a forwarding address on June 3, 2014.

The parties were informed of Section 38(1) of the *Residential Tenancy Act* (the “Act”) in relation to a landlord’s obligation to make an Application within 15 days of receiving a tenant’s forwarding address in writing if they intend to keep the deposit. 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.

As a result, 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 to settle the Tenant’s Application in full with the Landlords’ agent agreeing to return the Tenant’s security deposit and pay his filing fee in the amount of

\$400.00. The Landlords are cautioned to retain documentary evidence in relation to the payment made to meet the above terms and conditions.

The Tenant is issued with a Monetary Order in the amount of **\$400.00** which is enforceable in the Small Claims court if the Landlords fail to make payment in accordance with this agreement. Copies of this order are attached to the Tenant's copy of this decision.

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.

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 03, 2015

Residential Tenancy Branch

