



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes MNSD, FF

Introduction

On May 13, 2015 a conference call hearing took place to determine an Application for Dispute Resolution (the "Application") made by the Tenant on February 20, 2015 for the return of the security deposit and to recover the filing fee. The Landlord failed to appear for the May 13, 2015 hearing. The Arbitrator who conducted that hearing considered the undisputed evidence of the Tenant and determined that the Tenant had served the Landlord with notice of the hearing and his forwarding address in writing. As a result, the Tenant was issued with a Monetary Order in the amount of \$2,050.00.

On June 3, 2015, the Landlord applied for a review of the May 13, 2015 decision on the basis that he was not served notice of the hearing or the Tenant's forwarding address. The Arbitrator who had conduct of the Landlord's review application determined that there was sufficient evidence to indicate that the Landlord had not been served with the notice of the May 13, 2015 hearing or the Tenant's forwarding address. As a result, the Landlord was granted this review hearing and the decision and orders dated May 13, 2015 were suspended until the outcome of this review hearing.

The Landlord, the Tenant, the Tenant's advocate and a translator for the Tenant appeared for this review hearing. The Tenant and the Landlord provided affirmed testimony. The Landlord submitted that he was unable to serve the review application decision and the notice of hearing document for this hearing to the Tenant. This was because he did not have a forwarding address for the Tenant which was the basis on which he was granted the review Application. However, the Tenant confirmed receipt of the review decision and the notice of hearing document which was sent to him by the Residential Tenancy Branch. Therefore, I determined that the Tenant had been put on sufficient notice of this hearing pursuant to Section 71(2) (c) of the *Residential Tenancy Act* (the "Act").

The hearing continued to hear the evidence of both parties, in particular, the service of the Tenant's forwarding address to the Landlord. The Tenant called a witness to the hearing who provided affirmed testimony. The parties disputed each other's evidence on the issue

of whether the Landlord had been served with a forwarding address in writing before the Tenant had made the Application on February 20, 2015.

After the parties had concluded their evidence, I offered the parties an opportunity to settle the matter between them. The parties engaged into a discussion, discussed the options available to them, turned their minds to compromise, and decided to reach settlement through mutual agreement.

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 and final satisfaction** of all of the issues associated with this tenancy. The parties agreed that the Landlord will return the full \$1,000.00 security deposit back to the Tenant by the end of August 2015 to the address detailed on the front page of this decision which the Tenant confirmed.

The Landlord is cautioned to retain documentary evidence in relation to the payment made to meet the above terms and conditions. The Tenant is issued with a new Monetary Order in the amount of **\$1,000.00** which is enforceable in the Small Claims court **if** the Landlord fails to make payment. The Monetary Order issued to the Tenant in the amount of \$2,000.00 dated May 13, 2014 is now set aside and is of no use or effect.

The above agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with this tenancy. No further Applications are permitted and this file is now closed. The parties confirmed their voluntary agreement to resolution in this manner both during and at the conclusion of the hearing.

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: August 13, 2015

Residential Tenancy Branch

