



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 in relation to the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- authorization to obtain a return of all of his security deposit pursuant to section 38;
- a monetary order for compensation for the landlord's failure to return the tenant's security deposit pursuant to subsection 38(6); and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The tenant appeared. The landlord appeared. Neither party raised any issues with service of evidence or the dispute resolution package.

At the commencement of the hearing I confirmed with the landlord that he did not have any dispute currently filed. The landlord indicated his intent to file a claim in respect of damages he alleges the tenant caused to the rental unit.

In the course of the hearing the parties were able to agree to a resolution that would resolve all outstanding issues between the parties including the landlord's unfiled claim for damages.

Background

This tenancy began 1 April 2012 and ended 30 November 2014. In early December 2014, the tenant provided his forwarding address by text message to the landlord. The landlord did not file an application or return the tenant's security deposit within fifteen days of the tenant's text.

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their disputes.

During this hearing, the parties reached an agreement to settle their disputes under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to pay to the tenant \$900.00, which includes return of the tenant's security deposit and the filing fee.
3. The tenant agreed to waive compensation pursuant to subsection 38(6) of the Act.
4. The parties agreed that no further claim would be brought before this Branch by either party in respect of this tenancy that has ended.

Each party stated that he understood the terms of this agreement and agreed to it. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

I issue a monetary order in the tenant's favour in the amount of \$900.00 under the following terms:

Item	Amount
Return Security Deposit Amount	\$850.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$900.00

The tenant is provided with a monetary order in the above terms and the landlord(s) must be served with this order as soon as possible. Should the landlord(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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 subsection 9.1(1) of the Act.

Dated: October 07, 2015

Residential Tenancy Branch

