



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes                      MNDC, MNSD, OLC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of double the amount of the security deposit, pursuant to section 38;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord's agent, JB ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the manager of the rental building and that he had authority to speak on behalf of the "landlord company" named in this application, as an agent at this hearing. The landlord confirmed that "landlord DD," an individual landlord also named in this application, was no longer working for the landlord company.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application and the tenant was duly served with the landlord's written evidence package.

### Issues to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to a monetary award equivalent to double the value of the security deposit as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

Both parties agreed that the tenant began living in the rental unit on July 1, 2013 but that she signed a new one-year fixed term tenancy agreement which began on July 1, 2014. The tenant vacated the rental unit on April 30, 2015. Monthly rent in the amount of \$1,100.00 was payable on the first day of each month. A copy of the written tenancy agreement was provided for this hearing.

Both parties agreed that a security deposit of \$550.00 was paid by the tenant and the landlord returned \$130.00 from the deposit to the tenant in May 2015. Both parties agreed that the tenant refused the landlord's attempted return of an additional \$150.00 from the security deposit in May 2015.

Both parties agreed that move-in and move-out condition inspection reports were completed for this tenancy. Both parties agreed that the tenant provided a written forwarding address on the move-out condition inspection report. The tenant stated that she provided written permission for the landlord to retain \$120.00 from her security deposit, while the landlord claimed that the tenant gave written permission \$420.00 to be retained. The landlord confirmed that the landlord company did not file an application for dispute resolution to retain the tenant's security deposit.

The tenant seeks the return of double the amount of the security deposit, totalling \$1,100.00 because the landlord failed to return the deposit minus the \$120.00 or file an application within 15 days after the end of the tenancy and the tenant's written forwarding address being provided to the landlord. The landlord stated that he returned the appropriate amount of \$130.00 from the tenant's security deposit because the tenant agreed to the remaining deductions of \$420.00. The landlord stated that an additional \$150.00 was offered to the tenant to account for damages caused by previous tenants, but the tenant refused it.

### Analysis

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. 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 dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. The landlord company agreed to pay the tenant \$740.00 by way of a cheque to be mailed by no later than November 12, 2015;
2. The tenant agreed to bear the cost of the \$50.00 filing fee for her Application;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the above settlement terms were legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

As this monetary agreement was made on behalf of the landlord company, the following monetary order is enforceable against the landlord company only, not landlord DD.

#### Conclusion

In order to implement the above settlement reached between the parties and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$740.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord company fails to abide by condition #1 of the above settlement agreement. The tenant is provided with this Order in the above terms and the landlord company must be served with a copy of this Order in the event that the landlord company fails to abide by condition #1 of the above settlement agreement. Should the landlord company 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.

The tenant must bear the cost of the \$50.00 filing fee for her Application.

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: November 04, 2015

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Residential Tenancy Branch

