



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SURREY GARDENS  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, OLC, AS, OPT*

### **Introduction**

This hearing dealt with an application by the tenant, for a monetary order for the return of the security and for compensation for loss under the *Act*. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of the security? Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy started on August 01, 2014 and prior to moving in the tenant paid a security deposit of \$365.00. The tenant moved out on August 28, 2015 and provided a forwarding address to the landlord on that day. The tenant also agreed in writing to a deduction off the security deposit. The landlord returned the balance to the tenant but agreed that he did not do this within the legislated time frame of 15 days after receipt of the tenant's forwarding address.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to accept \$415.00.00 in full and final settlement of all claims against the landlord. A monetary order will be issued to the tenant for this amount.
2. The landlord agreed to pay the tenant \$415.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed to the above terms of this agreement which comprises full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$415.00**. This order may be 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: April 22, 2016

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Residential Tenancy Branch