



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on December 14, 2015. The Tenant applied for the return of his security and pet damage deposits (the “Deposits”), for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”), and to recover the filing fee from the Landlord.

The Tenant, the Landlord, and an agent for the Landlord appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application by registered mail. Both parties also confirmed receipt of each other’s documentary evidence served prior to the hearing. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence and make submissions to me.

The parties confirmed that the Tenant had paid a total of \$2,800.00 in Deposits to the Landlord at the start of the tenancy. The parties confirmed that the Tenant vacated the rental unit on September 30, 2015, although the Landlord argued that the tenancy was due to end at the end of October 2015. The Landlord confirmed that he had received the Tenant’s forwarding address on September 26, 2015. Shortly after the tenancy ended the Landlord sent the Tenant \$2,200.00 of the Deposits back to the Tenant and retained the remaining \$600.00. The parties confirmed that no written consent was given to the Landlord for him to retain the \$600.00 from the Tenant’s Deposits.

The Landlord testified that he had made an Application to keep the Tenant’s security deposit and he had submitted this as part of his evidence on June 8, 2016. However, on analysis of the Landlord’s evidence, the Landlord had simply completed the Application but had not filed it with the Residential Tenancy Branch. Rule 2.6 of the *Residential Tenancy Branch Regulation* states that an Application is considered to have been made when it is submitted **and** the fee is paid. The Landlord was unable to

provide a file number or proof that he had paid a filing fee when he submitted the Application for his monetary claim.

Sections 38(1) and 38(6) of the Act explain that if a landlord fails to deal properly with a tenant's Deposits at the end of the tenancy, they have to pay the tenant double the amount back. This provision, including examples which I cited from Policy Guideline 17 to the Act on Security Deposit and Set Off (page 3), were explained to the parties during the hearing. The parties considered these provisions and decided that mutual agreement was the best method of resolution in this case.

### 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. The parties turned their minds to compromise and achieved a resolution of the dispute as follows.

The Landlord agreed to settle the Tenant's monetary claim in full, including the filing fee in the amount of \$884.94. In addition, the Landlord agreed not to file his monetary claim against the Tenant. In return, the Tenant agreed to forego his entitlement to the doubling penalty provided by the Act. This voluntary agreement was made in is in **full and final** satisfaction of the tenancy and no further Applications are permitted.

The Tenant is issued with a Monetary Order in the amount of \$884.94 which is enforceable in the Small Claims Court **if** the Landlord fails to make payment forthwith. The Landlord is cautioned to ensure that documentation is retained in relation to the making of the payment in accordance with this agreement. The parties confirmed their voluntary agreement to resolution in this matter both during and at the end 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 Act.

Dated: July 12, 2016

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Residential Tenancy Branch