



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, 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 for the Landlord to comply with the *Residential Tenancy Act* (the “Act”), regulation, or tenancy agreement. The Tenant also applied to recover the filing fee and disclosed a monetary claim against the Landlord of \$2,500.00 in the Monetary Order Worksheet submitted with the Application. However, while an amount had been included on the Application for a monetary claim, the Tenant had not elected the exact box under the Monetary Order section on the Application. Therefore, I amended the Tenant’s Application to include the monetary claim amount and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. I did this pursuant to my authority under Section 64(3) (c) of the Act.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application and documentary evidence. The Landlord also confirmed that he had not provided any evidence prior to the hearing.

At the start of the hearing the parties agreed that a \$337.50 security deposit had been paid by the Tenant to the Landlord at the start of the tenancy. The Landlord confirmed that he had received the Tenant’s forwarding address in writing on December 12, 2015. The Landlord also confirmed that he had not made an Application or obtained the Tenant’s written consent to keep the Tenant’s security deposit. This was because the Tenant had failed to give proper notice to end the tenancy.

The parties were informed of Section 38(1) of the Act in relation to the Landlord’s obligation to make an Application within 15 days of receiving the Tenant’s forwarding address in writing. The parties were also informed of Section 38(6) of the Act which explains that if the Landlord fails to comply with Section 38(1) of the Act, the Tenant is entitled to double the amount of the deposit paid.

The Landlord took the above provisions of the Act into consideration and after some discussion, the parties decided that it was better to resolve this matter through mutual agreement as follows.

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 satisfaction with the Landlord agreeing to return to the Tenant **\$340.00**. The Landlord must make this payment to the Tenant forthwith and retain documentary evidence of the payment made. The Tenant is issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court as an order of that court if the Landlord fails to make payment.

The parties confirmed that this agreement and order was made in **full and final satisfaction of all the issues** associated with the tenancy. The parties confirmed during and at the end of the hearing that this agreement was made voluntarily and they both understood the nature of resolution in this manner.

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: September 08, 2016

Residential Tenancy Branch