



# 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 scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary order for return of double the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

The landlord confirmed receipt of the application and amended application.

### **Issue(s) to be Decided**

Is the tenant entitled to return of double the deposit paid?

### **Background and Evidence**

Testimony was provided in relation to the end of tenancy. There was no dispute the tenant ended a fixed-term tenancy in breach of the tenancy agreement signed by the parties. Inspection reports were completed at the start and end of the tenancy.

The tenant confirmed that he did not supply the landlord with a written forwarding address at the end of the tenancy. A move-in and move-out condition inspection report was completed.

The tenant said he believed the application served to the landlord was sufficient as service of the address. It was explained that the application requesting return of the deposit was premature as the tenant had not yet given the landlord a written forwarding

address. A landlord is unable to comply with section 38(1) of the Act unless the tenant has given the written forwarding address.

The landlord agreed to accept the written forwarding address effective the date of this hearing.

The parties then reached a mutually settled agreement. The landlord will retain all of the \$587.50 security deposit paid. The parties mutually agreed that no further claims will be made by either in relation to this tenancy. All matters have been settled and concluded.

Section 63 of the Act provides:

***Opportunity to settle dispute***

**63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

*(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

As explained during the hearing, pursuant to section 63 of the Act I find that the landlord is entitled to retain the total sum of the security deposit paid by the tenant. I find that all matters related to this tenancy are now fully settled and that neither party may made any further claim against the other.

**Conclusion**

The landlord is entitled to retain the security deposit.

All matters related to this tenancy are fully settled. Neither party may make any further application for dispute resolution in relation to this tenancy.

This decision and mutually settled agreement is final and binding and 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 28, 2016

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Residential Tenancy Branch

