



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SPANISH VILLA RESORT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, RPP

### Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") made on January 30, 2017. The Tenant applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), for the return of the remainder of her security deposit, and for the Landlords to return the Tenant's personal property.

The Landlord, the caretaker of the rental unit, and the Tenant appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application and documentary evidence and confirmed that the Landlords had not provided any documentary evidence prior to this hearing.

The hearing process was explained and the parties had no questions of the proceedings were asked. The parties were given a full opportunity to present evidence, make submissions to me, and cross examine each other on the evidence provided.

### Preliminary Issues

During the hearing, the Tenant confirmed that she had not provided the Landlord with a forwarding address in writing which is a requirement under the Act before any legal findings can be made on the return of her security deposit. Therefore, I determined the Tenant's Application for the return of the remaining amount of \$341.12 was premature and provided leave to re-apply for this portion of the claim.

The Tenant withdrew her monetary claim for compensation payable under a notice to end tenancy for the Landlord's use of the property as she confirmed during the hearing that she had not been issued with such a notice under the Act or informed that she would be provided monetary compensation as a result of the tenancy ending. The Tenant also withdrew her claim for the return of her personal property.

Section 63 of the Act, allows an Arbitrator to 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.

As a result, I offered the parties an opportunity to settle the matters in this dispute by mutual agreement. I informed the parties that this was voluntary process that required mutual agreement from both parties and that settlement had the advantage of providing finality to both parties for this dispute. The parties considered this alternative method of resolution, turned their minds to compromise, and achieved a resolution of the dispute as follows.

#### Settlement Agreement

- The parties agreed that the Landlords will return \$241.12 of the Tenant's \$341.12 security deposit the Landlords currently hold. The Tenant agreed that the Landlords will retain the remaining amount of \$100.00 to satisfy the Landlords' cleaning costs.
- The Tenant agreed that this amount was being made in full satisfaction of the Application.
- The Tenant's Application for compensation for one month's rent and the return of personal property was withdrawn without leave to re-apply.
- The Tenant is issued with a Monetary Order in the amount of \$241.12 which is enforceable in the Small Claims Division of the Provincial Court **if** the Landlords fail to make payment in accordance with this agreement to the Tenant forthwith.
- The Landlord agreed to send the Tenant a cheque this amount to the Tenant's address on her Application by registered mail on the date of this hearing.

This agreement and order is fully binding on the parties and was made in full and final satisfaction of this dispute. No further Applications are permitted and this file is now closed. 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: March 10, 2017

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Residential Tenancy Branch