



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 convened by way of a conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on June 19, 2017 for a Monetary Order for double the amount of the security deposit, and to recover the filing fee from the Landlord.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application. The hearing process was explained and no questions were asked about how the proceedings would be conducted. The parties were given a full opportunity to provide oral testimony, make submissions to me, and to cross examine the other party on the evidence provided.

The parties agreed that this tenancy started on October 16, 2011 when the Tenant paid the Landlord a \$600.00 security deposit and a \$200.00 pet damage deposit, for a total amount of \$800.00 in Deposits.

The tenancy ended when the Landlord issued the Tenant with a notice to end tenancy for the Landlord's use of the property with a vacancy date of August 31, 2016. Shortly after, the Tenant provided the Landlord with her forwarding address which the Landlord used to return only \$400.00 of the Deposits. The Landlord testified that he had kept \$400.00 back due to damages caused by the Tenant in the rental unit.

The Landlord confirmed that he did not have the consent of the Tenant to make this deduction and did not file an application to get authorization to make that deduction.

The parties were informed of Section 38(1) of the *Residential Tenancy Act* (the "Act") in relation to the Landlord's obligation to make an Application within 15 days of receiving the Tenant's forwarding address if the Landlord intended to make deductions from the Tenant's Deposits. 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 was informed during the hearing that he was at liberty to file a claim against the Tenant for alleged damages to the rental unit. However, 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 this matter in full and final satisfaction through mutual agreement. The parties took the above provisions of the Act into consideration and decided that it was better to resolve this matter through mutual agreement as follows.

Settlement Agreement

Both parties agreed to settle the Tenant's Application in full with the Landlord agreeing to return the Tenant's remaining amount of Deposits of \$400.00 and the \$100.00 filing fee by September 1, 2017. The Tenant is issued with a Monetary Order for the total amount of \$500.00 which is enforceable in the Small Claims Division of the Provincial Court. Copies of this order are attached to the Tenant's copy of this Decision. The Landlord is cautioned to retain documentary evidence in relation to the payment made to meet the above terms and conditions.

In return, the Landlord agreed not to file an application against the Tenant for damages to the rental unit. Therefore no further applications pertaining to this tenancy are permitted. This agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with this tenancy. The parties confirmed that this agreement was made voluntarily. 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: August 01, 2017

Residential Tenancy Branch