



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes MNSD FF

Introduction

This hearing was convened in response to the tenant's application for the return of their security deposit and recover the filing fee. Both parties attended the hearing. The parties acknowledged exchange of their respective evidence; however, both parties acknowledged that the tenant delivered their evidence to the landlord the evening before the hearing and was received by the Branch the morning of the hearing. I determined the tenant's evidence as unreasonably late given all their evidence was required to be received by the landlord and the Branch 14 days before the hearing. As a result I determined the tenant's late evidence inadmissible.

Background and evidence

The tenancy ended April 30, 2017. The landlord disputed the tenant's claim they collected \$287.50 as a security deposit. The landlord agreed they solely collected \$237.50 which was unchallenged by the tenant. The tenant testified they provided the landlord their forwarding address after they vacated, within a letter placed in the landlord's mailbox. It must be noted the tenant did not provided proof of that service to the landlord. The landlord testified they did not receive any semblance of a letter containing a forwarding address until the evening before the hearing. It was highlighted to the tenant that they did not provide mention of a written forwarding address letter to the landlord in their original application details.

Analysis and Conclusion

The parties were apprised that under the contrasting circumstances presented by them it was available to an arbitrator to dismiss the tenant's application with leave to reapply if the landlord, now clearly in possession of the tenant's *written* forwarding address, did not return the security deposit or file for dispute resolution within 15 days of the date of the arbitrator's Decision. As a result the parties turned minds to compromise.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision discussion between the parties during the hearing led to a resolution. Specifically, the parties agreed as follows;

1. That at the outset of the tenancy the landlord collected a security deposit of \$237.50 and retains it in trust.
2. That the landlord will return the original amount of **\$237.50** to the tenant, forthwith.
3. That for all time no further claims arising from this tenancy will be made by either party, whatsoever.

So as to perfect this agreement the tenant is given a **Monetary Order** in the agreed amount of **\$237.50**, which if necessary, may be filed in the Small Claims Court and enforced as an Order of that Court.

As the parties settled their dispute I decline to grant the tenant their filing fee.

The parties settled the dispute in the above terms. These terms comprise the **full and final settlement** of all aspects of this dispute. Both parties testified they understood and agreed to the above terms. Both parties testified that they understood and agreed that the above terms settle all aspects of the dispute and are **final and binding**.

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: January 23, 2018

Residential Tenancy Branch