



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary Order for the return of the tenant's security deposit pursuant to section 38 and 67; and
- an Order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to sections 65 and 58.

The tenant's first amendment dated January 9, 2018 removed the request for the return of the security deposit as the tenant had not yet vacated the rental unit. The tenant's second amendment dated February 23, 2018 requested a monetary Order for the return of his security deposit as he had now vacated the rental property. The tenant's second amendment also requested the landlord pay the cost of sending the second amendment package to the landlord via registered mail.

Both parties were in attendance and each party was accompanied by a support person. Both parties were each given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

The tenant testified that the landlord was served with the notice of dispute resolution package and first amendment package by registered mail on January 9, 2018. The tenant provided the Canada Post Tracking Number to confirm this registered mailing. The landlord confirmed receipt of the dispute resolution package but could not confirm the date of receipt. I find that the landlord was deemed served with this package on January 14, 2018, 5 days after its mailing, in accordance with sections 89 and 90 of the *Act*.

The tenant testified that the landlord was served with the second amendment package by registered mail on February 23, 2018. The tenant provided the Canada Post Tracking Number to confirm this registered mailing. The landlord confirmed receipt of the dispute resolution package but could not confirm the date of receipt. I find that the

landlord was deemed served with this package on February 28, 2018, 5 days after its mailing, in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

1. Is the tenant entitled to a monetary Order for the return of his security deposit?
2. Is the tenant entitled to a monetary Order for the cost of sending the second amendment package via registered mail?

Analysis/Conclusion

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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed to pay to the tenant the sum of \$15.00 via cheque; and
2. The landlord agreed to leave the \$15.00 cheque at Helping Hands in Squamish, BC, on or before May 25, 2018.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

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: May 22, 2018

Residential Tenancy Branch