



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, MNDCT, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss, for the return of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted with the Application were sent to the Landlord, via registered mail, sometime in November of 2017. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

### **Preliminary Matter**

The Tenant stated that she did not provide the Landlord with a forwarding address prior to filing this Application for Dispute Resolution.

The parties were advised that tenants do not have the right to the return of their security deposit until they provide their landlord with a forwarding address, in writing. The parties were advised that the Tenants' application for the return of the security deposit was premature, as the Tenants made that application prior to serving the Landlord with a forwarding address.

The parties were advised that the Tenants' application for the return of their security deposit would not be considered at these proceedings, as the application was made prematurely.

The parties were advised that the Tenants have the right to file another Application for Dispute Resolution seeking the return of the security deposit.

Issue(s) to be Decided:

Is the Tenant entitled to a rent refund?

Background and Evidence:

After considerable discussion the Landlord and the Tenant mutually agreed to settle all issues in dispute regarding this tenancy, including the return of the security deposit, under the following terms:

- the Landlord will pay the Tenant 12 monthly payments of \$358.33;
- the first payment will be due on July 15, 2018 and thereafter the payments will be due on the 15<sup>th</sup> day of each month;
- the payments will be made by e-transfer to a Canadian bank account that will be maintained by the Tenants;
- the Landlord will make additional payments if she is able to do so; and
- the Tenants will receive a Monetary Order that the Tenants may enforce if the Landlord does not comply with these payment terms.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenant both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis:

This dispute has been settled in accordance with the aforementioned settlement agreement.

Conclusion:

On the basis of the aforementioned settlement agreement, the Tenants are granted a monetary Order for \$4,299.96, which is only enforceable if the Landlord fails to comply with the terms of the settlement agreement.

In the event the Tenants enforce this monetary Order, the amount of the Order will be

reduced to reflect any payments towards this debt that the Tenant has made.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 28, 2018

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Residential Tenancy Branch