



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of the security deposit and for the recovery of the filing fee.

On November 09, 2018, the tenant amended his application to include compensation pursuant to a notice to end tenancy for landlord's use of property. The landlord agreed that he received the amendment.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The landlord was also represented by legal counsel. An interpreter attended to assist the landlord.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's application for dispute resolution and some evidence. Evidence that was determined not to have been received by the landlord was not used in the making of this decision.

The landlord said that he had not submitted any evidence of his own. I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be Decided**

Is the tenant entitled to the return of the security deposit, compensation and the filing fee?

## **Background and Evidence**

The tenancy started on September 01, 2012. Prior to moving in, the tenant paid a security deposit of \$1,200.00. On April 28, 2018, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The tenant did not dispute the notice and moved out on June 30, 2018.

A move out inspection was carried out on July 01, 2018. The tenant stated that he gave the landlord a forwarding address in writing during that inspection. The landlord denied having received a forwarding address on that day.

The tenant agreed that he had also sent his forwarding address by registered mail on July 23, 2018. The tenant made this application on July 17, 2018. The tenant stated that during multiple visits to the rental unit to pick up mail, the occupants of the unit were young adults. The tenant stated that he did not see the landlord at the rental unit. The landlord stated that his brother moved into the rental unit.

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

## **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to accept \$3,600.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to pay the tenant \$3,600.00 in full and final settlement of all claims against the tenant.
3. A monetary order in the amount of \$3,600.00 will be granted to the tenant
4. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of \$3,600.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

Pursuant to the above agreement, the landlord may retain the security deposit but must pay \$3,600.00 to the tenant. I grant the tenant a monetary order in the amount of **\$3,600.00**.

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: November 23, 2018

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Residential Tenancy Branch