



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FFT

### Introduction and Preliminary Matters

On October 20, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for double the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and C.Y. attended the hearing as an agent for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

C.Y. advised that he was simply the agent representing the Landlord, and he provided the name of the Landlord/owner of the rental unit/ This was consistent with a tenancy agreement submitted as documentary evidence. As such, the Tenant confirmed that she would like to amend the Application to name the Landlord/owner of the rental unit as the Respondent. Consequently, the Style of Cause on the first page of this Decision has been amended accordingly.

Service of documents was discussed and accepted.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Tenant entitled to a return of double the security deposit?
- Is the Tenant entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on August 20, 2018, and that the tenancy ended on November 30, 2020, when the Tenant gave up vacant possession of the rental unit. Rent was originally established at \$1,580.00 per month and was due on the first day of each month. As well, a security deposit of \$790.00 was also paid. A copy of the signed tenancy agreement was not submitted as documentary evidence.

All parties also agreed that the Tenant provided her forwarding address to C.Y. by text message months before the Tenant made this Application, and by registered mail on April 24, 2021. C.Y. confirmed that he neither returned the deposit in full, nor made an Application to claim against it within 15 days pursuant to Section 38 of the *Act*. Consequently, the Tenant is entitled to a Monetary Order for double the security deposit as C.Y. did not comply and breached this Section of the *Act*.

Submissions were made with respect to this breach; however, the parties then engaged in settlement discussions.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord must pay to Tenant the sum of **\$1,180.00**.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.
3. The parties are precluded from filing any other disputes against one another with respect to this tenancy.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$1,180.00** to serve and enforce upon the Landlord, if necessary.

The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. Only the amount remaining unpaid by the Landlord will be enforceable.

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 20, 2022

---

Residential Tenancy Branch