



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, AAT, 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 double the security deposit and for the recovery of the filing fee. The tenant also applied for an order allowing him access to the rental unit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be Decided

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

Background and Evidence

The tenancy started on November 02, 2012 and ended on March 19, 2013. Prior to moving in, the tenant paid a security deposit of \$425.00.

The tenant agreed that he had not paid rent for March. He also agreed that he received the security deposit after he served the landlord with the notice of hearing. The landlord stated that she had not received the tenant's forwarding address prior to the notice of hearing.

However, upon looking carefully at the move out inspection report, she agreed that the tenant had provided her with his forwarding address in writing on March 19, 2013. During this discussion, 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 dispute resolution proceedings, 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 withdraw his claim for the return of double the security deposit under section 38.
2. The landlord agreed not to pursue any claims against the tenant with regard to the tenancy at this address.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, the tenant's application is dismissed. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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: April 18, 2013

Residential Tenancy Branch

