



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DORSET REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD RR MNDC FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order to return double the security deposit pursuant to Section 38; and
- b) An Order for a rebate of rent and compensation for an emergency repair

SERVICE

Both parties attended the hearing and there was a significant dispute about timing of service of the Application for Dispute Resolution and about service of the tenants' new address. I do not find the documents were served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Was there sufficient service of the documents? If so, has the tenant proved on the balance of probabilities that he is entitled to the return of double the security deposit according to section 38 of the Act and to other compensation?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to present evidence and make submissions. It is undisputed that a security deposit of \$450 was paid and has not been returned. The landlord said she never received the complete new address of the tenant in writing and the tenant said he and his father had served it to her office on October 10, 2013. The landlord pointed out the Application of the tenant was filed on November 14, 2013 and not served on them until February 21, 2014 which is out of time according to the Act. The tenant said he was prepared to reapply but had had reassurances that the Residential Tenancy Branch served the documents. I pointed out that the Branch does not serve the documents, the parties must do that.

The landlord said that they had filed an Application under file #818481 which is scheduled to be heard on June 17, 2014 at 9:00 a.m. They filed the Application after receiving the tenant's application with their new address.

After further discussion and negotiation, the parties agreed to settle the matter on both Applications as follows:

Settlement Agreement on Files 817560 and 818481:

- 1. The landlord will refund to the tenant \$423 of his security deposit and the tenant will receive a monetary order for this amount to ensure payment.**
- 2. This will settle all matters between the parties in respect to this tenancy.**

Analysis and Conclusion:

Pursuant to the above noted agreement, a monetary order for \$423 is issued to the tenants. This order may be enforced through the Small Claims Court if the landlord does not pay it.

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: March 05, 2014

Residential Tenancy Branch

