



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the return of his security deposit and for “Other” issues.

Both parties appeared for the hearing and provided affirmed testimony. Before the proceedings started, the Landlord explained that she had made two attempts to return the Tenant’s security deposit after the tenancy had ended. However, the Tenant was not receiving mail to the address he had provided. The Tenant indicated that he only wanted to deal with the security deposit issue in this hearing but wanted to work with the Landlord on this issue by mutual agreement. As a result, I offered the parties an opportunity to settle the Tenant’s Application in full by way of a settlement agreement.

Settlement Agreement

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to 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.

Both parties **agreed** to settle the Tenant’s Application in full as follows:

- The Landlord will return \$300.00 of the security deposit to the Tenant.
- The Tenant will obtain this relief by attending the Landlord’s address (documented on the Tenant’s Application) with a witness on November 5, 2015 between the hours of 9 a.m. and 12 p.m.
- At this point the Landlord will return \$300.00 to the Tenant and retain documentary evidence of payment made to the Tenant.
- This agreement is in full and final satisfaction of the Tenant’s Application.
- The Tenant abandoned the rest of his claim for “other” issues.

The Tenant abandoned the rest of his claim for “other” issues. The Tenant is issued with a Monetary Order in the amount of \$300.00 which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are provided with the Tenant’s copy of this Decision.

If the Tenant fails to appear at the Landlord’s address on the date and time period agreed, the Landlord should still take steps to return the \$300.00 security deposit back to the Tenant using the Tenant’s address documented on his Application. This address was confirmed with the parties during the hearing.

This agreement and order is fully binding on the parties and this file is now closed.

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 02, 2015

Residential Tenancy Branch

