



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD FF

Introduction:

Both parties attended the hearing and gave sworn testimony. The tenant provided evidence that she had served the landlord with the Application for Dispute Resolution by registered mail and the landlord confirmed receipt. She said she served the landlord with her forwarding address in April 2017 by email; the landlord denied receiving this. Then she said she was uneasy supplying a forwarding address to the landlord because she perceived him as a threat. I find the application was served pursuant to sections 88 and 89 of the Act for the purposes of this hearing but the forwarding address was not. The tenant applies 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) To recover the filing fee for this application.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that she is entitled to the return of double the security deposit according to section 38 of the Act?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and make submissions. The tenant said she had paid a security deposit of \$550 and agreed to rent the unit for \$1100 a month commencing November 1, 2016. The tenant vacated the unit on June 1, 2017 and received \$150 of her security deposit refunded. The landlord holds the balance of \$400. The landlord agreed these facts were correct. The balance of the tenant's deposit has not been returned and she gave no permission to retain any of it.

After discussion of section 38 of the Act and the necessity of proof for service in writing of a forwarding address and the landlord's ability to file an application to claim against it and/or for further damages, the parties agreed to settle. 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute as follows:

Settlement Agreement:

- 1. The landlord agrees to pay \$400 to the tenant by January 15, 2018 and the tenant will receive a monetary order for this amount. She may enforce the monetary order if not paid by January 15, 2018.**
- 2. This agreement settles all matters between the parties in respect to this tenancy.**

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute. .

Analysis:

Based on the above noted settlement agreement, I find the tenant entitled to a monetary order for \$400.

Conclusion:

I grant the tenant a Monetary Order under Section 67 of the Act for the sum of \$400.00 to be effective January 15, 2018. This Decision is final and binding on both parties.

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 21, 2017

Residential Tenancy Branch