



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNSD, FF

## Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

## Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to the return of double the security deposit paid by the Tenant and to recover the filing fee for the cost of this Application for Dispute Resolution.

## Background and Evidence

The Tenant and the Landlord agree that the Tenant paid a security deposit of \$250.00 on June 30, 2005; that this tenancy ended on June 01, 2008; and that the Landlord received the Tenant's forwarding address, in writing, on June 06, 2008.

The Landlord stated that she did not return the security deposit to the Tenant because the Tenant damaged the rental unit and did not clean it properly at the end of the tenancy agreement. The Landlord acknowledged that she did not comply with section 38(1) of the *Act*, which stipulates that within 15 days after the later of the date the tenancy ends and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must either repay the security deposit to the Tenant or file an Application for Dispute Resolution claiming against the deposit.

The Landlord and the Tenant were both advised of the provisions of Section 38(6) of the *Act*, which stipulates that a Landlord must pay the Tenant double the amount of the security deposit and may not make a claim against the deposit if the Landlord fails to comply with section 38(1) of the *Act*.

During the hearing the Landlord and the Tenant indicated that they wished to reach a mediated agreement to this dispute.

The Landlord and the Tenant agreed to settle this dispute by having the Landlord return the Tenant's security deposit of \$250.00, plus interest in the amount of \$7.82 and \$50.00 for the cost of filing this Application for Dispute Resolution, for a total of \$307.82.

In reaching this settlement the Tenant recognizes that she is forfeiting his right to the return of double the damage deposit, pursuant to section 38(6) of the *Residential Tenancy Act (Act)*.

In reaching this settlement the Landlord agreed that she will not be seeking to recover damages to the rental unit that allegedly occurred during the course of this tenancy.

The Landlord and the Tenant agree that neither party will file an Application for Dispute Resolution for any other matters relating to this tenancy.

#### Conclusion

On the basis of the agreement reached by the two parties I am issuing a monetary Order which requires the Landlord to pay the Tenant \$307.82. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: September 25, 2008

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