

Dispute Resolution Services

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

Dispute Codes:

MNSD

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 he paid in relation to this tenancy.

Decision

The Tenant and the Landlord agree that this tenancy ended on July 30, 2008 or July 31, 2008. The parties agree that the Tenant was required to pay monthly rent of \$650.00, and that he paid a security deposit of \$325.00 on June 16, 2008.

The Tenant stated that he did not provide the Landlord with his forwarding address in writing. He also stated that he did not give the Landlord written notice of his intent to vacate the rental unit.

During the hearing the Landlord and the Tenant indicated that they were willing to agree to settle this dispute. The parties agreed that the Landlord can retain the security deposit to settle any and all matters relating to this tenancy. Both parties agree that they will not file any further Applications for Dispute Resolution with the Residential Tenancy Branch in regards to this tenancy.

On the basis of the settlement reached by the two parties, I am dismissing the Tenant's application for the return of double his security deposit.

Date of Decision: October 15, 2008