



Dispute Resolution Services

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

Decision

Dispute Codes:

MNSD and FF

Introduction

This hearing was in response to an Application for Dispute Resolution, in which the Tenant applied for the return of double her security deposit and to recover the filing fee from the Landlord for the cost of filing this application.

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 relevant oral evidence, to ask relevant questions, and to make relevant submissions.

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 in relation to this tenancy and to recover the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that this tenancy ended on September 30, 2008; that the Tenant paid a security deposit of \$550.00 on December 22, 2007; and that the Landlord returned \$325.37 of the security deposit on October 14, 2008.

The Landlord stated that she did not return the full security deposit as she believed the Tenant had damaged the rental unit, and that the male tenant had verbally agreed to allow her to keep the security deposit in compensation for the damage. The Landlord agreed that she did not have written authority from the Tenant to keep the security deposit and that she did not file an Application for Dispute Resolution making a claim against the security deposit.

During the hearing the Landlord and the Tenant indicated that they wished to reach a settlement to this dispute. The Landlord and the Tenant agreed to settle this dispute by having the Landlord pay \$575.00 to the Tenant.

In reaching this settlement the Tenant recognizes that she is forfeiting her 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 \$575.00. 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.