



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MNSD

## **Introduction**

This hearing dealt with an application from the tenant for double the return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

## **Issue to be Decided**

- Whether the tenant is entitled to a monetary order under the Act

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on August 1, 2008. Rent in the amount of \$400.00 was payable in advance on the first day of each month. A security deposit of \$200.00 was collected at the start of tenancy and a move-in condition inspection and report were completed.

Tenancy ended on November 30, 2008 following the landlord's issuance of a 1 month notice to end tenancy for cause. There was no move-out inspection and report completed. The tenant did not return the keys to the unit or inform the landlord of his forwarding address in writing at the end of tenancy. After deducting costs for changing the locks on the unit and having the carpets cleaned, the landlord mailed a cheque to the tenant for the balance of the security deposit after indirectly learning of his forwarding address.

During the hearing the tenant and the landlord participated in a conversation related to provisions in the Residential Tenancy Act which are relevant to aspects of this dispute.

## **Analysis**

Pursuant to section 63 of the Act, through their conversation during the hearing the parties reached a settlement of their dispute. Specifically, the parties agreed that the landlord's reimbursement of a portion of the security deposit to the tenant in the amount of \$53.61 reflects full and final settlement of all aspects of the dispute for both parties.

For future reference, the attention of both parties is drawn to the following provisions of the Act:

### **Division 5 – At the End of a Tenancy**

Section 36 Consequences for tenant and landlord if report requirements not met

Section 37 Leaving the rental unit at the end of a tenancy

Section 38 Return of security deposit and pet damage deposit

Section 39 Landlord may retain deposits if forwarding address not provided

The above statutory provisions can be found along with other information relevant to the landlord-tenant relationship on the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

## **Conclusion**

Pursuant to all of the above information, I hereby dismiss this application without leave to reapply.

DATE: March 17, 2009

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Dispute Resolution Officer