



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes:

MNSD

Introduction

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the balance of the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Did the tenant give the landlord her forwarding address in writing? Is the tenant entitled to the return of double the balance of the security deposit?

Background and Evidence

The tenancy started on or about September 01, 2008 and the tenant paid a security deposit of \$600.00 and a pet deposit of \$600.00. The tenant gave the landlord adequate notice and moved out on December 10, 2008. The tenant stated that she did not provide the landlord with a forwarding address in writing.

On or about December 10, 2008, the landlord and tenant conducted a move out inspection. The landlord informed the tenant that she had intentions of keeping the entire deposit towards cleaning, painting and damage caused to the carpet by the tenant's dog. The tenant agreed to allow the landlord to deduct the amount of the utility bill only, and did not agree to any other deductions. Despite the tenant's objections, the landlord retained \$700.00 of the security and pet deposits without the tenant's consent.

The landlord testified that the tenant's dog had caused considerable damage to the carpet and the tenant had left bags of garbage behind. The landlord stated that she incurred a cost of \$1200.00 for cleaning, painting and ridding the unit of the smell of smoke and intended to file an application for arbitration to recover the costs incurred.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant will withdraw her claim for the balance of the security deposit under section 38.
2. The landlord will not pursue her claim against the tenant for the cost of cleaning, painting and other damage to the rental unit.

The parties agree that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, the tenant's application is dismissed.

Dated April 01, 2009.

Dispute Resolution Officer