

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 security deposit and for the recovery of the filing fee. 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 security deposit and the filing fee?

Background and Evidence

The fixed term tenancy started on April 01, 2008 for a period of one year. The tenant paid a security deposit of \$675.00. In December 2008, the landlord served the tenant with a notice to end tenancy for cause and the tenant moved out on January 31, 2009. The tenant gave the landlord her forwarding address in writing on January 26, 2009.

The landlord conducted a move out inspection with the tenant's agent and found damage to two doors. Talks between the two parties regarding the amount of the security deposit to be returned to the tenant broke down. The landlord did not return any or part of the security deposit nor did she apply for dispute resolution.

The landlord testified that the strata had fined the tenant \$75.00 which the landlord paid. The landlord stated that she retained the security deposit to recover the costs incurred to fix the doors, clean the unit and for the fine levied by the strata.

The tenant agreed that there was damage to the doors. However she disagreed with the amount of the fine. She stated that the fine was \$50.00 and that she had disputed it and it was waived. The tenant also stated that she had left the unit in a clean condition.

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 hearing, 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 agreed to allow the landlord to retain from the security deposit, \$200.00 towards the repairs to the damaged doors and \$50.00 for the strata fine.
2. The tenant agreed to withdraw her claim for double the security deposit and accept \$425.00 in full settlement of the return of the security deposit.
3. The landlord agreed to pay the tenant \$425.00 and not to pursue her claim against the tenant for the cost of cleaning, and other damages.

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

Since the tenant had to file an application for the return of the security deposit, I find that she is entitled to the recovery of the filing fee. Therefore, the tenant has established a claim for a total of \$475.00 which comprises of the agreed upon amount of \$425.00 and the filing fee of \$50.00.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the balance due of **\$475.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 26, 2009.

Dispute Resolution Officer