



Dispute Resolution Services

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

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the tenant's application for return of her security deposit and recovery of the filing fee for this application. 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 fixed term of tenancy was from April 1, 2008 to March 31, 2009. Rent in the amount of \$1,600.00 was payable on the first day of the month, however, the parties agree that rent was reduced to \$1,450.00 for January and February 2009. A security deposit of \$1,000.00 was collected at the start of tenancy. After providing the landlord with verbal notice, the tenant vacated the unit on February 27, 2009, or one month before the end of the fixed term of tenancy. By letter dated March 2, 2009, the tenant informed the landlord of her forwarding address. Subsequently, however, the landlord has not returned the tenant's security deposit.

The landlord's agent testified that new renters were not found for the unit until April 1, 2009. Further, the landlord's agent testified that after the end of tenancy, the landlord incurred substantial costs associated with cleaning and repair required in the unit. It appears it was for these reasons that the landlord declined to return the tenant's security deposit. Further, the landlord's agent takes the position that the landlord was

unfamiliar with the provisions in the Act which concern disposition of the security deposit following the end of tenancy.

During the hearing the parties exchanged views on circumstances giving rise to the dispute and undertook to achieve a resolution.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the tenant withdraws her application for recovery of the \$50.00 filing fee;
- that the landlord will mail cheque payment to the tenant in the full amount of \$575.00;
- that the landlord will deposit the above cheque into the mail by no later than midnight, Friday, June 26, 2009;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

For future reference, the particular attention of the parties is drawn to the following sections of the Act:

Section 18: **Terms respecting pets and pet damage deposits**

Section 19: **Limits on amounts of deposits**

Section 20: **Landlord prohibitions respecting deposits**

Section 21: **Tenant prohibition respecting deposits**

Section 35: **Condition inspection: end of tenancy**

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

Section 38: **Return of security deposit and pet damage deposit**

Section 39: **Landlord may retain deposits if forwarding address not provided**

The full text of the Act, Fact Sheets, forms, and more can be accessed via the website:

www.rto.gov.bc.ca/

Conclusion

Pursuant to the above agreement, I hereby issue a monetary order in favour of the tenant in the amount of **\$575.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 24, 2009

Dispute Resolution Officer