

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MNSD, OLC*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of double the security deposit and to recover mailing costs. Both parties attended and were given full opportunity to present evidence and make submissions

Issues to be decided

Has the tenant met the tenant's burden of proof that the landlord's violated the *Act* or tenancy agreement with regard to the return of the security deposit? Is the tenant entitled to compensation for this loss and if so, in what amount?

Background and Evidence

The tenancy started on November 01, 2005 and ended on April 30, 2009. The monthly rent was 933.30 due on the first day of each month.

The tenant moved out on April 02, 2009 and on that day a move out inspection was conducted by the landlord, in the presence of the tenant. This inspection was not documented. The tenant gave the landlord her forwarding address which consisted of a Post Office Box from where her mail would be redirected to her, in Alberta.

The landlord stated that he retained \$178.00 from the security deposit for damage to the rental unit. On April 12, 2009, he mailed a cheque for the balance to the tenant at the given forwarding address.

The tenant testified that she did not receive the cheque within the 15 day timeframe as stipulated in the *Act* and therefore she applied for the return of double the security deposit. In addition, the tenant did not agree with the amount of the deduction, even though she agreed that she was responsible for some of the damage.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

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 and/or an order.

During this hearing, the parties reached an agreement to settle their dispute.

Specifically, it was agreed as follows:

1. The tenant agreed to accept \$100.00 in full and final settlement of her claim for the return of the security deposit.
2. The landlord agreed to return \$100.00 to the tenant in full and final settlement of his claim for damages.
3. Both parties agreed that these particulars comprise the full and final settlement of all aspects of the dispute at this dispute address, for both parties.

Conclusion

The landlord and tenant have reached an agreement with regard to the tenant's application. I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of \$100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 29, 2009.

Dispute Resolution Officer