

# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** *MNSD, FF*

### **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**

Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The parties entered into a written tenancy agreement on April 20, 2009. The tenancy was due to start on June 01, 2009 and the tenant paid a security deposit of \$800.00. The rental unit was to be shared by the tenant, her partner and two children. On May 26, 2009, the tenant's partner called the landlord to inform her that he would not be renting the unit and he requested that the tenancy agreement be amended to exclude his name. He also sent the landlord a note to confirm his request.

Based on the application for tenancy, the landlord determined that the tenant would not be in a position to pay the monthly rent of \$1,600.00, on her own. The tenant's parents agreed to assist her and the landlord requested that they sign a new tenancy agreement by making application. The landlord also arranged for showings by way of an open house to find a tenant. The tenant did not apply to rent the unit. The landlord did not find a tenant for June 2009.

The tenant made several requests for the return of the security deposit and the landlord refused to return it as she had suffered a loss of income for the month of June.

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 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 withdraw his claim for double the security deposit and accept \$450.00 in full settlement of the return of the security deposit.
2. The landlord agreed to pay the tenant \$450.00 and not to pursue her claim against the tenant for the loss of income that she suffered.

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

**Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$450.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated August 25, 2009.

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Dispute Resolution Officer