

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MNSD, RPP, 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. The tenant also applied for the return of her personal property and 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? Does the landlord have the tenant's personal belongings in his possession? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on April 15, 2009 and the tenant paid a security deposit of \$475.00. The monthly rent was \$950.00 plus \$50.00 for utilities due on the first of each month.

The landlord stated that on April 26, 2009, the co tenant kicked open the front door and broke it. He did not fix it till he moved out on June 10, 2009. The tenant also failed to pay rent on May 01, 2009 and after an eviction notice paid rent on May 04, 2009 but neglected to pay \$50.00 for utilities and still owes the landlord this amount.

The tenant failed to pay rent for June and moved out on June 10, 2009. The landlord stated that he incurred an expense in excess of \$100.00 to replace the lock to the front door and the co tenant agreed to a deduction of the same from the security deposit. The landlord stated that he returned the balance of the security deposit to the co tenant. The tenant argued that since she had paid the security deposit it should have been returned to her and not to the co tenant.

The tenant agreed that the landlord had dropped off the personal property of the tenants to the home of the co tenant's parent but had not received one antique dresser.

The landlord stated that he had placed the dresser outside and it was taken by a neighbour. The landlord agreed to arrange for the dresser to be returned to the tenant.

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 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 her claim for the return of the security deposit under section 38.
2. The landlord agreed to return the personal property of the tenant which consists of one antique dresser.

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

Based on the testimony of both parties, I find that the landlord returned the security deposit to the co tenant and therefore the tenant did not have to apply for its return. Accordingly, I find that the tenant must bear the cost of filing this application.

Conclusion

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

Dated August 19, 2009.

Dispute Resolution Officer