

## **DECISION AND REASONS**

### **Dispute Codes:**

*MNSD, MNDC, 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 tenancy started on May 01, 2008 and prior to moving in the tenant paid a security deposit of \$575.00. The tenant moved out on April 30, 2009 and provided the landlord with a forwarding address on that same date.

The landlord stated that he did not return the security deposit as he incurred costs to replace a portion of the flooring that the tenant's cats had urinated on through the tenancy and for the clean up of a large oil stain on the driveway, which was caused by an unused car belonging to the tenant. In addition, the landlord stated that the new tenant could not move in on May 01, 2009 due to the strong odour of cat urine in the unit and moved in on May 15, 2009; thereby causing the landlord to suffer a loss of income in the amount of half a month's rent. The tenant did not dispute the landlord's testimony.

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 her claim for double the security deposit and accept \$250.00 in full settlement of the return of the security deposit.
2. The landlord agreed to pay the tenant \$250.00 and not to pursue his claim against the tenant for the cost of repairs and loss of income that he 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 **\$250.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 09, 2009.

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Dispute Resolution Officer