



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for the return of the outstanding amount of her security deposit and a Monetary Order to recover the filing fee.

The tenant served the landlord by registered mail on August 25, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the tenant entitled to the balance of her security deposit?
- Is the tenant entitled to recover her filing fee for this application?

Background and Evidence

The tenant and landlord both agree on the following statements. This tenancy started on August 15, 2008 and the tenant left the rental unit on June 01, 2009. This was a fixed term tenancy which was due to expire on August 14, 2010. The tenant paid a security deposit of \$615.00 on August 15, 2008 and a pet damage deposit of \$675.00 on March 15, 2009. The tenant gave her notice to end the tenancy and the landlord and the tenant conducted a move out condition inspection on June 11, 2009. The tenant signed the report and agreed the landlord could deduct



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\$225.00 for damages to the rental unit and for a fob replacement and door alarm. The landlord returned \$1,125.00 to the tenant on June 11, 2009. The tenant also gave the landlord her forwarding address. On October 02, 2009 the landlord returned another \$50.00 to the tenant as he had incurred less expenses than he had estimated at the move out inspection.

The tenant testifies that she is not responsible for the key fob and the damages were not extensive. She request the landlord return the remainder of her security deposit plus any accrued interest.

At the hearing I assisted the parties to resolve the dispute themselves and the parties came to the following agreement as a final settlement of the claim. The tenant was responsible for the key fob and had signed the move out condition inspection form agreeing to the damages of the rental unit. Both parties have reached an agreement that the landlord will return to the tenant the interest on the security deposit of \$3.85.

As an agreement has been reached the tenant must bear the cost of filing her application.

Conclusion

As the landlord and tenant have reached an agreement that the landlord will return \$3.85 to the tenant no Orders have been issued on this matter.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 19, 2009.

Dispute Resolution Officer