

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application from the tenant for double the return of her security deposit and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to either or both of the above under the Act

Background and Evidence

While this tenancy commenced on or about July 12, 2006, in evidence before me is a copy of the written residential tenancy agreement for the period from March 1, 2009 to February 28, 2010. Including gas (\$40.00 / month) rent is \$1,180.00 and is payable in advance on the first day of each month. A security deposit of \$540.00 was collected on or about July 12, 2006. It appears there may have been a move-in inspection report completed at the outset of tenancy, however, no copy was in evidence before me.

By way of e-mail dated on or about June 15, 2009, the tenant provided the landlord with notice of her intent to vacate the unit. Ultimately, the tenant vacated the unit in mid July 2009 and new renters were promptly found to move into the unit. A move-out condition inspection was completed. While a move-out condition inspection report was apparently completed, there was no copy of same in evidence before me.

The landlord's position is that costs were incurred after the end of tenancy in order to ready the unit for new renters. The parties agree that the tenant provided the landlord with her forwarding address, however, the landlord neither returned the tenant's security deposit, nor filed an application for dispute resolution seeking to retain the security deposit within 15 days following notification of the tenant's forwarding address.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the landlord will mail a cheque made payable to the tenant's daughter in the full amount of \$710.00;
- that the cheque will be mailed to the tenant's address as shown in her application for dispute resolution;
- that the above cheque will be put into the mail by no later than midnight, Thursday, December 3, 2009;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

The full text of the legislation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Conclusion

Following from all of the above and pursuant to section 67 of the Act, I hereby order the landlord to FORTHWITH mail to the tenant's address a cheque made payable to the tenant's daughter in the amount of **\$710.00**.

Dispute Resolution Officer