

## **Decision**

**Dispute Codes:** MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant for double the return of her security deposit, in addition to 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**

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from September 4, 2009 to August 31, 2010. Rent in the amount of \$1,200.00 was payable in advance on the first day of each month. A security deposit of \$600.00 was collected on August 27, 2009.

By e-mail dated September 28, 2009, the tenant gave the landlord notice of her intent to end the tenancy effective October 31, 2009. Subsequently, new renters took possession of the unit effective November 1, 2009.

Thereafter, the landlord withheld \$220.00 from the security deposit and returned the balance of \$380.00 to the tenant by way of cheque. While the landlord's cheque was dated November 10, 2009, it was not apparently mailed until November 16, 2009. The tenant claims that it was not until November 18, 2009 when she received the cheque.

The tenant argues that the landlord withheld \$220.00 from the security deposit without her written consent, and further notes that the security deposit was not forwarded to her within 15 days after the tenancy ended. Accordingly, the tenant seeks double the return of her security deposit pursuant to the provisions set out in section 38 of the Act.

During the hearing the parties very respectfully 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 attempt 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 issue a cheque made payable to the tenant in the full amount of \$520.00 (this is comprised of the amount of the security deposit previously withheld of \$220.00, plus half of the original security deposit of \$300.00);
- that the above cheque will be put into the mail by no later than midnight, Friday, January 29, 2010;
- that the tenant withdraws her application to recover the \$50.00 filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

Pursuant to the agreement reached between the parties, I hereby order the landlord to FORTHWITH make cheque payment of \$520.00 to the tenant according to the terms set out above.

DATE: January 29, 2010

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Dispute Resolution Officer