



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with the tenant's application for return of double the security deposit and pet deposit and recovery of the filing fee. Both parties appeared at the hearing and confirmed service of the hearing documents. Both parties were provided the opportunity to be heard and to respond to the other party's submissions.

### Issues(s) to be Decided

1. Has the tenant established an entitlement to return of double the security deposit and pet deposit?
2. Mutual agreement between parties.

### Background and Evidence

Upon hearing undisputed testimony from the parties, I make the following findings. The tenancy commenced May 15, 2008 and the tenant paid a \$550.00 security deposit and a \$550.00 pet deposit. The tenant vacated the rental unit September 1, 2009. The tenant received a partial refund of \$942.50 with respect to her deposits within 15 days of the tenancy ending or the tenant providing her forwarding address to the landlord. The landlord had deducted \$157.50 from the security deposit for cleaning and carpet cleaning charges.

The tenant testified she had shampooed the carpets one to two weeks prior to the end of the tenancy by renting a carpet cleaning machine. The tenant acknowledged that the

landlord had requested a copy of the receipt but the tenant explained she could not locate the receipt. In signing the move-out inspection report the tenant acknowledged that a receipt would be provided but the tenant pointed out that she did not agree to any deductions should the receipt not be provided.

The landlord explained that the tenant had not provided a receipt to prove she had shampooed the carpets and the current tenants have been promised that carpet cleaning costs will be reimbursed to them should they have the carpets cleaned.

During the hearing, the tenant requested that she also be compensated for the stop payments she placed on the post-dated rent cheques the landlord did not return to her. The tenant testified that she had six cheques cancelled at a cost of \$10 – 15 each. The landlord's agent testified that he was not aware of any requirement to return post-dated cheques to the tenant.

Discussion ensued with the parties concerning their rights and obligations under the Act. I facilitated a mutual agreement to reach a final settlement in resolution of this dispute and any future applications. The parties reached a mutual agreement that I record as follows:

1. The landlord will repay the tenant \$157.50 deducted from the security deposit and will compensate the tenant \$60.00 for not returning the post-dated cheques.
2. The tenant will waive any entitlement to double the security deposit or pet deposit.
3. The parties agree that this is a final settlement and that neither party will make a future application against the other party with respect to this tenancy.

Analysis

I accept the mutual agreement reached between the parties during this hearing and make it an Order to be binding upon both parties. In recognition of the mutual agreement, I Order the landlord to pay the tenant \$217.50 and I also Order the landlord to reimburse the tenant the cost of filing this application. Therefore, the landlord must pay the tenant \$267.50 forthwith.

To enforce payment, the tenant has been provided a Monetary Order in the amount of \$267.50 to serve upon the landlord. The Monetary Order may also be filed in Provincial Court to be enforced as an Order of that court.

Conclusion

This dispute has been settled by mutual agreement. The landlord is ordered to pay the tenant \$267.50 forthwith and the tenant has been provided a Monetary Order in that amount to enforce payment. By way of this decision, all disputes related to this tenancy are considered resolved.

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: January 13, 2010.

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Dispute Resolution Officer