



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD and FF

Introduction

This hearing was in response to an Application for Dispute Resolution, in which the Applicant applied for the return of his security deposit and to recover the filing fee from the Landlord for the cost of filing this application.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

The issue to be decided is whether the Applicant is entitled to the return of the portion of the security deposit paid in relation to this tenancy that had been retained by the Respondent and to recover the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Applicant and the Respondent agree that the Landlord entered into a written tenancy agreement with two individuals who are not named on this Application for Dispute Resolution; that the female tenant who signed the tenancy agreement paid the Landlord a security deposit of \$750.00 and a pet damage deposit of \$750.00 on July 31, 2008; that the Respondent returned \$1,257.68 of these deposits to the female tenant on September 07, 2009; and that the Respondent did not have written authority to retain any portion of the security deposit.

After considerable discussion regarding whether the Applicant was a co-tenant or an occupant, the Applicant and the Respondent agreed to settle this and all other disputes in relation to this tenancy under the following terms:

- The Tenant will withdraw his Application for Dispute Resolution, and
- The landlord will pay \$300.00 to the female tenant named on the tenancy agreement.

Conclusion

On the basis of this mutual agreement, I hereby grant a monetary Order, in the amount of \$300.00, to the female tenant named on the tenancy agreement. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 21, 2010.

Dispute Resolution Officer