

## **Decision**

**Dispute Codes:** MNSD

### **Introduction**

This hearing dealt with two applications: i) by the tenant for double the return of the security deposit; and ii) the by the landlord for retention of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether either party is entitled to the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on March 1, 2009. Rent in the amount of \$750.00 was payable in advance on the first day of each month. A security deposit of \$375.00 was collected on February 20, 2009.

By letter dated October 15, 2009, the tenant informed the landlord of her intent to vacate the unit effective October 31, 2009. Subsequently, the tenant vacated the unit on November 2, 2009. The landlord testified that she began advertising the unit for rent after receiving the tenant's notice to vacate, but that new renters were not found until February 2010.

By letter dated November 30, 2009, the tenant informed the landlord of her forwarding address and requested the return of her security deposit. Thereafter, the landlord filed an application for dispute resolution on December 7, 2009, seeking to retain the tenant's security deposit.

During the hearing the parties exchanged views on circumstances surrounding the dispute, considered some of the relevant statutory provisions, and undertook to achieve a resolution.

## **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

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 retain the tenant's full security deposit;
- that the landlord waives any further claim against the tenant for compensation arising from this tenancy;
- that the tenant waives any further claim against the landlord for compensation arising from this tenancy;
- 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, as above, I hereby order that the landlord may retain the tenant's full security deposit of \$375.00.

DATE: April 26, 2010

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Dispute Resolution Officer