

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

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

### Issues(s) to be Decided

1. Is the tenant entitled to double the security deposit?
2. Can the parties reach a mutual agreement to resolve this dispute?

### Background and Evidence

The parties provided undisputed evidence as follows. On November 6, 2009 the tenant paid the landlord a \$350.00 security deposit and entered into a verbal tenancy agreement to commence November 15, 2009 at a monthly rate of \$700.00. The tenant did not move into the unit and did not pay rent on November 15, 2009. On November 17, 2009 the tenant advised the landlord she would not be moving into the rental unit and requested her security deposit be returned. On November 17, 2009 the tenant sent and the landlord received written notification that the tenant was ending the tenancy and provided her forwarding address on the envelope. The landlord did not return the security deposit or make an application to retain it. The landlord was able to re-rent the unit in early December 2009 for the monthly rate of \$600.00.

During the hearing the parties were able to reach a settlement agreement that I record as follows:

In satisfaction of this dispute the landlord will pay the tenant \$350.00 forthwith and the landlord agrees not to make any subsequent claim against the tenant for any losses incurred by the landlord with respect to this tenancy.

### Analysis

I accept the mutual agreement reached between the parties during the hearing and make it an Order to be binding upon both parties. The landlord is ordered to pay the tenant \$350.00 forthwith in recognition of the mutual agreement. The tenant is provided a Monetary Order in the amount of \$350.00 to ensure payment is made. The Monetary Order may be enforced in Provincial Court (Small Claims) as an Order of the court.

This dispute is considered resolved by a final settlement. Both parties are now precluded from making any future claim against the other with respect to this tenancy.

### Conclusion

This dispute was resolved by a final settlement. The landlord has been ordered to pay \$350.00 to the tenant and the landlord must not make any future claim against the tenant. The tenant has been provided a Monetary Order in the amount of \$350.00 to ensure payment is made by the landlord.

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: May 14, 2010.

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Dispute Resolution Officer