

## **DECISION**

### **Dispute Codes:**

*MNSD, FF*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on December 01, 2009 and prior to moving in the tenant paid a security deposit of \$1,500.00. The tenant moved out on February 11, 2010. The landlord deducted \$252.00 for repairs to the dryer plus \$75.00 for paint touch up.

The landlord stated that he found the damage to the dryer after the tenant moved out and attempted to contact her to discuss the issue. The tenant did not respond to the landlord's messages and therefore the landlord went ahead and made the deductions off the security deposit for the repairs to the dryer and for the paint touch up. The tenant agreed to the deduction for the paint touch up but disputed the deduction for the repairs to the dryer.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to withdraw her claim for double the security deposit and accept \$252.00 in full settlement of the return of the security deposit.
2. The landlord agreed to pay the tenant \$252.00 and not to pursue his claim against the tenant for the cost of repairs to the dryer.

The parties agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$252.00**. This order may be filed in the 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: July 22, 2010.

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Dispute Resolution Officer