

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Tenant for the return of his security deposit, for compensation equal to the amount of the security deposit due to the Landlord's failure to return the deposit within the time limits set out under the Act, for compensation for a post –dated rent cheque negotiated after the tenancy ended and to recover the filing fee for this proceeding.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of his security deposit and if so, how much?
2. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

This fixed term tenancy started on November 1, 2008 and was to expire on October 31, 2009 however it ended on September 19, 2010 when the Tenant moved out. Rent was \$1,550.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$750.00 at the beginning of the tenancy.

On September 19, 2009, the Tenant advised the Landlord verbally that he was moving out (after having received a 10 Day Notice for Unpaid Rent). The Tenant's rent cheque for September 2009 was returned for insufficient funds and the Landlord was unable to re-rent the rental unit until November 2009. On December 15, 2009, the Landlord cashed the Tenant's post-dated cheque for October 2009 rent. On February 26, 2010, the Tenant sent the Landlord a letter requesting the Landlord to reimburse him for the funds that were withdrawn in December and included his mailing address. At the end of the tenancy the Tenant advised the Landlord verbally that he could keep the security deposit. However, when the Landlord refused to return the funds withdrawn in December, the Tenant sought to recover double his security deposit.

Analysis

Section 63(2) of the Act says that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

At the hearing of this matter the Parties agreed to settle this matter and any future claims arising out of the tenancy on the following terms:

1. The Tenant agrees to withdraw this application and waive any right or entitlement he may have with respect to the Landlord now or in the future under the Act, Regulations or tenancy agreement. The Tenant also agrees to release the Landlord from any other claim(s) he may have against the Landlord now or in the future under the Act, Regulations or tenancy agreement;
2. The Landlord agrees to waive any right or entitlement he may have with respect to the Tenant now or in the future under the Act, Regulations or tenancy agreement. The Landlord also agrees to release the Tenant from any other claim(s) he may have against the Tenant now or in the future under the Act, Regulations or tenancy agreement.

Conclusion

The Tenant's application is withdrawn. The matter is settled on the above-noted terms. 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 28, 2010.

Dispute Resolution Officer