



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This application 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 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 return of double the security deposit?
2. Can the parties reach a mutual resolution to resolve their dispute?

Background and Evidence

I heard undisputed evidence as follows. The landlord and tenant, along with a co-tenant entered into a tenancy effective December 1, 2007 (the co-tenancy). The co-tenancy ended and the named parties entered into a new tenancy agreement for tenancy set to commence March 1, 2009 (the tenancy). The security deposit of \$1,000.00 paid with the co-tenancy was carried forward to the tenancy. The tenancy ended August 31, 2009. The landlord did not prepare written condition inspection reports. The tenant did not authorize the landlord to retain any portion of the security deposit in writing.

The tenant testified the landlord was to appear for a move-out inspection at 11:00 a.m. on August 31, 2009. The tenant provided a forwarding address to the landlord in writing

by regular mail sent in early September 2009 and by registered mail sent October 22, 2009. The registered mail was returned as unclaimed.

The landlord testified the move-out inspection was to be at noon on August 31, 2009 and the tenant did not appear. The landlord was of the position the tenant left the unit dirty and damaged.

During the hearing the parties reached a mutual agreement to settle their dispute as follows:

1. The landlord will pay the tenant \$738.00 forthwith.
2. The parties will not make any future claim against the other party with respect to this tenancy.

Analysis

I accept the settlement agreement reached between the parties during the hearing and make it an Order to be binding upon both parties. I Order the landlord to pay the tenant \$738.00 forthwith and I provide the tenant with a Monetary Order to ensure payment is made. To enforce the Monetary Order it must to be served upon the landlord and then filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Both parties are now precluded from making any future claim against the other party with respect to this tenancy.

Conclusion

The parties reached a settlement agreement. The landlord will pay the tenant \$738.00 forthwith and the tenant has been provided a Monetary Order to ensure payment.

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: August 03, 2010.

Dispute Resolution Officer