

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for the double return of the security deposit and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

Pursuant to a verbal agreement between the parties, tenancy commenced on May 1, 2010, with monthly rent of \$1,500.00. A security deposit in the total amount of \$750.00 was collected by way of two (2) installments: \$350.00 on April 16 and \$400.00 on April 19, 2010.

The tenant claims that when he attended the unit to take possession on May 1, 2010, he found that its condition fell short of his reasonable expectations. He contacted the landlord who proposed that the tenant undertake to remedy some of the concerns (certain cleaning and removal of rubbish from the driveway, for example) in exchange for some reduction in the first month's rent. The tenant was not agreeable to this and declined to take possession of the unit. Subsequently, the tenant provided the landlord with his forwarding address in writing and requested the return of his security deposit by letter dated May 4, 2010. The landlord declined to return the tenant's security deposit and he states that new renters were found for the unit effective June 1, 2010.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute 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/

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 pay the tenant \$775.00 in total, and that a monetary order will be issued in favour of the tenant to this effect;
- that the above amount is comprised of the full security deposit of \$750.00 plus \$25.00 which is half the filing fee;
- that the above payment will be made in two (2) installments, each by way of a post-dated cheque made payable to the tenant, as follows:
 - i) \$375.00 by cheque post-dated November 1, 2010, and put into the mail by no later than midnight, Sunday, October 31, 2010;
 - ii) \$400.00 by cheque post-dated December 1, 2010, and put into the mail by no later than midnight, Tuesday, November 30, 2010;
- 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 section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$775.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: October 12, 2010

Dispute Resolution Officer