

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 either or both of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from January 1, 2009 to May 31, 2010. Rent in the amount of \$1,530.00 was payable in advance on the first day of each month. A security deposit of \$765.00 was collected near the outset of tenancy. Evidence includes a copy of a move-in condition inspection report dated January 2 and another dated January 14, 2009.

For a variety of reasons, a move-out condition inspection and report were not completed with the participation of both parties. While the parties agree that the tenant's forwarding address was provided in writing to the landlord on June 18, 2010, in the absence of the tenant's written consent the landlord subsequently withheld the entire amount of the tenant's security deposit. The landlord takes the position that costs for cleaning and repairs, only some of which have been completed, exceed the amount of the tenant's security deposit.

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 retain \$210.00 from the tenant's original security deposit;
- that the above amount is comprised of the cost of carpet cleaning (\$120.00) in addition to the cost for cleaning the drapes (\$90.00);
- that \$605.00 will be paid by the landlord to the tenant, and that a monetary order will be issued in favour of the tenant to this effect;
- that the above amount is comprised of the balance of the security deposit in the amount of \$555.00 (\$765.00 - \$210.00), plus the tenant's filing fee of \$50.00;
- that the above amount of \$605.00 will be paid by cheque made payable to the tenant;
- that the landlord undertakes to put the above cheque into the mail on Monday, November 22, 2010, but in any event, by not later than midnight, Tuesday, November 23, 2010;
- that the landlord undertakes not to file a separate application for dispute resolution and that, in effect, the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Following from the above and pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$605.00**. Should it be necessary, this order may be served on the landlord(s), filed in the Small Claims Court and enforced as an order of that Court.

DATE: November 19, 2010

Dispute Resolution Officer