



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

MNSD, FF

Introduction

This hearing dealt with the tenant's application for return of the security deposit and recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

Issue(s) to be Decided

Is the tenant entitled to return of the security deposit?

Is the tenant entitled to return of double the security deposit?

Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

The tenancy commenced August 1, 2010 and ended October 31, 2010. The tenant paid a \$410.00 security deposit. On November 7, 2010 a move-out inspection report was prepared and the tenant's forwarding address appears on that report. On November 10, 2010 the landlord mailed a refund of the security deposit to the tenant at an incorrect address. The mail was returned and on November 30, 2010 the landlord issued a replacement cheque. The tenant made this application on December 3, 2010 and on December 6, 2010 received the replacement cheque but has not yet cashed it.

I also heard that the tenant entered into a tenancy with the landlord for a different unit in the building (unit #404) and did not pay rent in the amount of \$700.00 for the month of December 2010. Although the landlord issued a 10 Day Notice to End Tenancy for the unpaid rent the landlord has not pursued enforcement of the Notice in an effort to settle this dispute about the security deposit.

During the hearing the parties reached a mutual agreement in full satisfaction of this application that I record as follows:

1. The tenant is at liberty to cash the cheque issued to him on November 30, 2010 in the amount of \$410.00;
2. The landlord waives the right to collect or pursue the unpaid rent for December 2010 for unit #404.

Analysis

I accept the mutual agreement reached between the parties and make it an order to be binding upon both parties. This dispute is now considered resolved.

As a result the mutual agreement I order that the 10 Day Notice issued for unit #404 for the outstanding rent for the month of December 2010 is cancelled by way of this decision and may not be enforced. I further order that the landlord must not pursue the outstanding rent for December 2010 by issuing another 10 Day Notice or by any other means.

Conclusion

This dispute was resolved by mutual agreement in accordance with the terms outlined in this decision.

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: April 06, 2011.

Residential Tenancy Branch