

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to section 38 of the *Residential Tenancy Act* (the *Act*) for authorization to obtain a return of double his security deposits. Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that he sent a copy of his original dispute resolution hearing package to the landlord by registered mail on March 16, 2011, followed by an amended copy of this package again sent by registered mail on June 11, 2011. The amendment revised the amount of his claim for a monetary Order from \$400.00 to \$640.00. As the landlord confirmed receiving both packages by registered mail, I am satisfied that the tenant served these documents in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to receive a return of his security deposits for two tenancies for the same rental unit from the landlord? Is the tenant entitled to receive an award of double these security deposits for the landlord's failure to return all of these deposits within 15 days of receiving the tenant's forwarding address in writing?

Background and Evidence

The tenant's application involved two separate month-to-month tenancies for the same rental unit.

The first of these tenancies ran from January 2010 until June 2010. Monthly rent of \$495.00 was paid during that tenancy. The landlord received a \$245.00 security deposit for that tenancy paid on January 29, 2010. The parties agreed that the landlord returned \$150.00 from that tenancy to the tenant on October 27, 2010.

The second of these tenancies ran from October 2010 until January 2011. Monthly rent for that tenancy was set at \$450.00. The landlord received a \$225.00 security deposit from the tenant for that tenancy paid on October 5, 2010. Although the landlord claimed to have returned \$175.00 from the tenancy on February 28, 2011, the tenant denied having received this payment.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties reached an agreement to settle their dispute on the following terms:

1. The landlord agreed to pay the tenant \$615.00 to resolve all outstanding issues in dispute regarding both tenancies.
2. The parties agreed that the landlord's payment of the above amount to the tenant constitutes a final settlement of all issues in dispute between them arising from the two tenancies.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$615.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement.

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*.