



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MNSD, FF*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on August 01, 2007 and prior to moving in the tenant paid a security deposit of \$300.00. The tenant moved out on February 28, 2011 and provided the landlord with his forwarding address on that date. The landlord made some deductions off the security deposit and sent the tenant a cheque for \$79.16.

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

### **Analysis**

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

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to withdraw his claim for double the security deposit and accept \$379.16 in full settlement of all his claims against the landlord. The tenant has received \$79.16 from the landlord and I will grant him a monetary order for the balance of \$300.00.
2. The landlord agreed to pay the tenant \$300.00 in addition to \$79.16 that he has already paid to the tenant in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed to the above terms of this agreement.

The parties agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$300.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 06, 2011.

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Residential Tenancy Branch