



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of the security deposit paid in relation to this tenancy, pursuant to section 38 of *the Residential Tenancy Act (Act)*.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on August 15, 2010; that the Tenant paid a security deposit of \$1,875.00; that the Tenant paid a pet damage deposit of \$1,000.00; that the Tenant had vacated the rental unit by July 01, 2011; that a Condition Inspection Report was completed at the start of the tenancy; that on July 02, 2011 the Landlord sent the Tenant an email in which she stated a final inspection was required, although she did not schedule a time or date for that inspection; that on July 03, 2011 the Landlord mailed a Notice of Final Opportunity to Schedule a Condition Inspection to the Tenant; that the date of the proposed final inspection was the same date the Notice was mailed; that the Tenant provided the Landlord with a forwarding address, via email, on May 29, 2011; that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

After considerable discussion the parties agreed to mutually resolve this, and all other disputes in relation to this tenancy, by the Landlord refunding the entire security deposit and pet damage deposit to the Tenant.

The Landlord and the Tenant entered into this agreement with the understanding that the Landlord would not be pursuing compensation for any damages to the rental unit. The Landlord and the Tenant entered into this agreement with the understanding that the Tenant has forfeited any right to the return of double the security deposit.

Conclusion

On the basis of the mutual agreement entered into at the hearing, I grant the Tenant a monetary Order in the amount of \$2,875.00. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: September 29, 2011.

Residential Tenancy Branch