



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This was an application by the tenant for the return of her security deposit, including double the amount of the deposit. The hearing was conducted by conference call. The tenant and the landlord's representatives participated in the hearing

### Issue(s) to be Decided

Is the tenant entitled to the return of her deposit, including double the amount pursuant to section 38 of the *Residential Tenancy Act*?

### Background and Evidence

The landlord operates a subsidized housing complex. The tenant agreed to rent unit #13 in the complex in May, 2006. She paid a security deposit of \$286.50 when the tenancy began on June 1, 2006. The tenant moved to unit #5 later in 2006. There was no new tenancy agreement and the landlord continued to hold the original security deposit.

In or about June, 2011 the tenant moved to unit #1. A new tenancy agreement was created, but it has not yet been signed by the parties. The tenant is obliged to pay the landlord a security deposit in the amount of \$128.50 with respect to the new tenancy.

The tenant requested the return of her security deposit paid with respect to her original tenancy. It was not returned within 15 days of the request. The landlord has not filed an application for dispute resolution to claim the original deposit, but it has provided particulars of costs to repair damage and clean up the tenant's former rental unit #5 that exceed the amount of her deposit. When her deposit was not returned the tenant applied for dispute resolution to claim payment of her deposit with interest plus double the amount of the deposit in the amount of \$582.02 pursuant to section 38(6) of the *Residential Tenancy Act*.

### Conclusion

During the hearing I offered the parties an opportunity to engage in settlement discussions. As a result of those discussions the tenant and the landlord agreed to a settlement in the following terms:

The tenant is entitled to receive payment of the sum of \$582.02 from the landlord, being double the amount of her security deposit paid in June 2006 plus interest on the original deposit amount.

The tenant agreed that the landlord is entitled to be compensated for damage to the tenant's former rental unit #5 in the amount of \$400.00. The tenant consented to deduction of the sum of \$400.00 from the above-noted amount that is due to her, leaving a balance due to the tenant of \$182.02. The landlord has agreed to accept the sum of \$400.00 deducted from the tenant's award in full and final satisfaction of any and all claims that the landlord can or may have arising out of the tenant's occupancy of unit #5.

The tenant acknowledged that she is obliged to pay the landlord a security deposit in the amount of \$128.50 with respect to her tenancy of unit #1. The tenant agreed that the security deposit would be paid and credited by deduction of the sum of \$128.50 from the remaining balance of \$182.02 that is due to her.

The above deductions leave an amount of \$53.52 owing to the tenant. The tenant and the landlord have agreed that the amount owing to the tenant will be satisfied by allowing the tenant to deduct the sum of \$53.52 from the tenant's cash payment of her portion of November rent to the landlord.

The above terms constitute an agreed settlement of the tenant's claims in this proceeding and of any claims that the landlord may have against the tenant with respect to her tenancy of unit #5.

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: October 04, 2011.

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Residential Tenancy Branch