



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This application initiating this hearing was brought by the tenant on October 14, 2011 seeking a Monetary Order for return of his security deposit in double on the grounds that it was retained by the landlord without his consent and without the landlord having made application to claim on it.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to a monetary award for return of the contested portion of his security deposit and whether that amount should be doubled.

Background and Evidence

This tenancy ran from April 15, 2010 to August 31, 2011 when, with consent of the landlord, the tenant left the one-year fixed term agreement early. The landlord held a security deposit of \$650 and a pet damage deposit of \$250 paid on April 10, 2010.

During the hearing, the tenant gave evidence that he had authorized the landlord to retain \$170 from the deposit, but the landlord returned only \$206.33. The landlord stated that he had returned the amount with an explanation and had asked the tenant to contact him if that was not satisfactory.

The landlord noted that he had not been able to find new tenants for the month immediately following the end of the tenancy.

Consent Agreement

During the hearing, the parties arrived at the following consent agreement:

The tenant agreed to accept return of the contested portion of the deposits, \$523.67, after the \$170 to which he had consented and the \$206.33 already returned;

The landlord agreed to waive his right to make application for dispute resolution for loss of rent arising from breach of the fixed term agreement, or any other damages.

The parties understand that this consent agreement is binding and they agree that payment of the \$523.67 by the landlord to the tenant constitutes full and final settlement of all matters related to the tenancy.

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for \$523.67, enforceable through the Provincial Court of British Columbia, for service on the landlord.

I acknowledge the courtesy and consideration shown by both parties in crafting this consent agreement.

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: January 04, 2012.

Residential Tenancy Branch