



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD

### **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 her security deposit.

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?

### **Background and Evidence**

The tenancy started on December 01, 2010 and prior to moving in, the tenant paid a security deposit of \$262.50. The tenancy ended on November 30, 2011. The landlord received the tenant's forwarding address when she served him the notice of hearing.

Issues pertaining to the tenancy were discussed at length and during this discussion 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 dispute resolution proceedings, 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 her claim for the security deposit under section 38 and allow the landlord to retain the security deposit plus accrued interest in full satisfaction of her claim against him.
2. The landlord agreed to keep the balance of security deposit plus accrued interest in full satisfaction of his claims against the tenant.
3. Both parties agreed not to pursue further claims against each other
4. The tenant agreed to return the cheque given to her by the landlord, in the amount of \$34.06, within 15 days of the date of this hearing
5. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, the tenant's application is dismissed. The landlord may retain the balance of the security deposit plus accrued interest. The tenant will return \$34.06 to the landlord.

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: March 07, 2012.

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Residential Tenancy Branch