



# 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 was due to start on February 15, 2012. On January 23, 2012, the tenant paid a security deposit of \$900.00 and rent for half of February. The monthly rent was \$1,800.00 due on the first of each month. On February 14, 2012, the tenant informed the landlord that she would not be renting the unit and requested for the return of the security deposit and rent. The landlord returned the rent but stated that she would keep the deposit towards the loss of income she would suffer. The tenant provided the landlord with her forwarding address on or about February 24, 2012.

The circumstances surrounding the agreement the parties had entered into were discussed at length. 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 double the security deposit under section 38 and allow the landlord to retain the security deposit in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit in full and final settlement of all claims against the tenant.
3. 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. 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

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: May 11, 2012.

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Residential Tenancy Branch