



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenants for money owed or compensation due to damage or loss, return of the security deposit and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

This tenancy began approximately 4 years ago, rent at the end of the tenancy was \$460.00 and the tenant paid a security deposit of \$200.00.

The tenant's agent testified that the tenant gave the landlord notice to vacate the rental unit effective March 31, 2012 and vacated the rental unit on March 17, 2012. The tenant's agent stated that when friends of the tenants went to the rental unit on March 18, 2012 the landlord advised them that he had already cleaned the rental unit and that the landlord had already started renovation on the rental unit. The tenant's agent stated that on March 18, 2012 the landlord had already removed the carpeting, toilet and all of the appliances.

The tenant's agent stated that on March 23, 2012 the landlord was given a letter requesting return of the security deposit with both her address and the tenant's forwarding address.

The landlord testified that the tenant had never paid a security deposit at the start of or at any time during the tenancy. The landlord stated that the tenant had been referred to him by the previous tenant who had also not paid a security deposit and because of this referral he did not require a security deposit from the tenant. The landlord stated that he never used to take security deposits from tenants and that he had only opened a bank account for security deposit in November 2010.

The tenant's agent maintained that a security deposit had been paid by her and in cash to the landlord and that the deposit had been either \$250.00 or \$200.00. the tenant's agent maintained that the previous tenant did not personally know the tenant and there had never been a referral. The landlord responded by stating that the tenant had been to the rental unit prior to the previous tenant vacating in order to purchase much of the previous tenant's furniture.

The tenant's agent stated that the tenant had left his DVD player in the rental unit however on March 18, 2012 when his friends went to the unit to clean, the DVD was not there. The tenant's agent also believes that as the landlord took possession of the rental unit on March 17, 2012 that the tenant should be entitled to return of the balance of the March rent.

The landlord stated that the tenant did not give proper notice to vacate however the landlord had accepted the tenant's notice. The landlord stated that the tenant was to return on March 17, 2012 to clean the rental unit but that when no one returned the landlord took possession of the rental unit. The landlord stated that a DVD player had not been left in the rental unit however there is still a bicycle there which he believed was the tenant's.

After some discussion the landlord agreed to return \$200.00 to the tenant in full satisfaction of the tenant's claim and the tenant's agent accepted this offer.

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 their dispute. Specifically, both parties agreed to the following:

- The landlord will return \$200.00 to the tenant in **full satisfaction** of the tenant's claim.

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.

Conclusion

The parties in this hearing agreed that the landlord will return \$200.00 to the tenant in full satisfaction of the tenant's claim.

I find that the tenant has established a monetary claim for **\$200.00** in return of the security deposit and I grant the tenant a monetary order under section 67 of the *Act* for this amount.

If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 20, 2012

Residential Tenancy Branch