



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 the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the tenant's request, I amended his application to include the recovery of the filing fee.

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 for a fixed term of one year. At the end of the fixed term, the tenancy continued on a month to month basis. Prior to moving in, the tenant paid a security deposit of \$1,050.00. On March 05, 2012, the tenant gave notice to the landlord to end the tenancy effective March 31, 2012.

Both parties agreed that the landlord made efforts to find a new tenant but was unsuccessful. On March 31, 2012, a move out inspection was conducted in the presence of both parties and the tenant provided his forwarding address in writing to the landlord. The landlord stated that he suffered a loss of income for the month of April and decided to keep the security deposit in partial satisfaction of this loss. The landlord did not make application to retain the security deposit.

The circumstances surrounding the end of tenancy, the notice to end tenancy given by the tenant and the landlord's loss of income 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 his claim for the return of double the security deposit under section 38 and agreed to allow the landlord to keep the security deposit in full settlement of his claims against the landlord.
2. The landlord agreed not to pursue his claim against the tenant for the loss of income and other damage to the rental unit. The landlord agreed to retain the security deposit in full 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 this dispute for both parties.

Conclusion

Pursuant to the above agreement, the tenant's application for the return of double the security deposit was withdrawn by the tenant and accordingly dismissed. The landlord may retain the security deposit.

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: July 19, 2012.

Residential Tenancy Branch