



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 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? Did the parties enter into a tenancy agreement regarding unit 208?

Background and Evidence

The tenant testified that on August 27, 2011, he filled out an application to rent unit 208 effective September 15, 2011. He viewed the apartment and paid a security deposit of \$450.00. He stated that the tenancy agreement was verbal and he did not have a copy of his application. The tenant filed a copy of a receipt for his security deposit. "#319" is written on the receipt. The tenant stated that he was given the keys on September 15, 2011 and upon entering the rental unit, he found the condition of the unit to be unacceptable and took photographs. He did not spend the night there. The tenant stated that on September 16, he returned the keys along with a letter describing the poor condition of the unit and provided his forwarding address. When he did not hear back from the landlord, he filed this application for the return of double the security deposit.

The landlord testified that unit 208 was occupied by a long term tenant and provided copies of rent receipts, notice of rent increase and a tenancy agreement dating back to 2005. The landlord also testified that unit 319 was occupied by a long term tenant.

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 his claim for double the security deposit under section 38 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the withdrawal of the tenant's claim 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.

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: August 14, 2012.

Residential Tenancy Branch