



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for the double return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on April 1, 2011. Monthly rent of \$725.00 was due and payable in advance on the first day of each month, and a security deposit of \$362.50 was collected. A move-in condition inspection report was completed with the participation of both parties on April 1, 2012.

By letter dated April 30, 2012, the tenant gave notice to end the tenancy effective May 30, 2012. It is understood that on June 1, 2012 the tenant was still in the process of vacating the unit. While the move-out condition inspection report is dated May 31, 2012, it appears that the report was actually completed by the landlord in the absence of the tenant on June 2, 2012.

There is conflicting testimony concerning when exactly the tenant provided the landlord with her forwarding address in writing for the purpose of returning the security deposit. In any event, by cheque dated June 15, 2012, the landlord reimbursed the tenant's security deposit in the limited amount of \$95.10. The landlord withheld \$267.40 from the security deposit to cover costs related to such things as general cleaning, cleaning carpets and drapes, replacing certain keys and replacing a light bulb.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

The attention of the parties is drawn to certain sections of the Act which bear direct relevance to the circumstances of this dispute, as follows:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 38: **Return of security deposit and pet damage deposit**

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties during the hearing led to a settlement. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will reimburse the tenant in the amount of the security deposit withheld which is \$267.40, and that a monetary order will be issued in favour of the tenant to that effect;
- that the above payment will be by cheque;
- that the cheque will be mailed to the tenant at the address provided on her application for dispute resolution;
- that the cheque will be put into the mail as soon as possible but by no later than midnight, Monday, September 24, 2012;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant(s) in the amount of **\$267.40**. Should it be necessary, this order may be served on the landlord(s), filed in the Small Claims Court and enforced as an order of the 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: September 17, 2012.

Residential Tenancy Branch