



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD, FF

### Introduction

This hearing concerns the tenant's application for a monetary order as compensation for the double return of the security deposit / and recovery of the filing fee. Both parties attended and / or were represented at 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, a copy of which is not in evidence, the month-to-month tenancy began in August 2011. Monthly rent of \$2,000.00 was due and payable in advance on the first day of each month, and a security deposit of \$1,000.00 was collected. A move-in condition inspection report was not completed.

The tenant testified that by way of e-mail dated on or about June 1, 2012, she gave notice to end the tenancy effective July 1, 2012. While there was a walk-through of the unit at the end of tenancy, a move-out condition inspection report was not completed.

The tenant also testified that by way of e-mail dated on or about July 2, 2012, she informed the landlord of her forwarding address and requested the return of her security deposit. Subsequently, after withholding \$200.00 from the security deposit, the landlord sent a cheque to the tenant for the balance of \$800.00 (\$1,000.00 - \$200.00).

Thereafter, the tenant filed an application for dispute resolution on August 15, 2012. There is no application for dispute resolution before me from the landlord.

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](http://www.rto.gov.bc.ca)

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 resolution. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will pay the tenant \$625.00 and that a monetary order will be issued in favour of the tenant to that effect;
- that the above payment will be made by cheque;
- that the cheque will be post-dated November 21, 2012;
- that the cheque will be put into the mail sufficiently early to be received by the tenant no later than Wednesday, November 21, 2012;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Finally, for information, the attention of the parties is drawn to the following particular sections of the Act:

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

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the tenant in the amount of \$625.00. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court 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: October 31, 2012.

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Residential Tenancy Branch