



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, O and FF

Introduction

This hearing was convened on the tenant's application of August 31, 2012 seeking a monetary award for return of double her security deposit on the grounds that the landlord had not returned them within 15 days of the latter of the end of the tenancy or receipt of the tenants' forwarding address. The tenant also sought to recover rent paid for the balance of the month for which notice had been given as she left earlier in the month and compensation for a couch damaged by a mouse infestation.

While the respondent landlord had submitted a substantial package of evidence in support of claims in damages, she had not made application and her claims could not be considered on the tenant's application.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for the claims submitted?

Background and Evidence

This tenancy began on November 4, 2012 and ended on June 30, 2012. Rent was \$590 (including \$20 cable) and the landlord holds a security deposit of \$275 paid on November 4, 2006.

The parties held differing views on whether the tenant had provided her forwarding address to the landlord, and in the absence of a copy of the document, I find that the tenant has not met the burden of proof to a degree that would warrant return of the deposit in double under section 38(6) of the *Act*.

In the absence of a move-out condition inspection report, the landlord was advised that she could not claim again the deposit by force of section 36(2) of the *Act*.

As the hearing progressed, the parties crafted the following agreement:

Settlement Agreement

1. The tenant agreed to accept return of her security deposit plus interest and one-half of the filing fee for this proceeding in settlement of her claims;
2. The landlord agreed to return the deposit with interest and half of the tenant's filing fee and agreed to waive her right to file for dispute resolution against the tenant;
3. This agreement constitutes a full and final settlement of all matters pertaining to the subject tenancy.

The amount owed by the landlord to the tenant is calculated as follows:

To return security deposit	\$275.00
One-half of filing fee	<u>25.00</u>
TOTAL	\$308.54

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for **\$308.54**, enforceable through the Provincial Court of British Columbia, for service on the landlord.

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: November 19, 2012.

Residential Tenancy Branch