



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord informed me that he had not received any documentary evidence from the tenant. The tenant stated that she had delivered it in person to the caretaker but did not have any proof of service. Accordingly, I have not considered the documents filed into evidence by the tenant in the making of this decision.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started approximately three years ago and prior to moving in the tenant paid a security deposit of \$350.00 and a key deposit of \$50.00. The tenant moved out on August 31, 2012 and provided the landlord with her forwarding address, which was the dispute rental address. She informed the landlord that her mail would be forwarded to her.

The parties agreed upon a deduction from the security deposit and the tenant acknowledged having received the balance from the landlord. The tenant stated that she did not receive the key deposit and the landlord agreed that it was overlooked in error.

During the hearing 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 Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, 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 accept \$100.00 in full settlement of all claims against the landlord. A monetary order will be issued to the tenant for this amount.
2. The landlord agreed to pay the tenant \$100.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed to the above terms of this agreement which comprise full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$100.00**. This order may be 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: December 18, 2012.

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Residential Tenancy Branch