



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kinsmen Creekside Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order for compensation reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended 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 tenancy began on October 25, 2009. The tenant's portion of monthly rent at the start of tenancy was \$533.00, and rent is due and payable on the first day of each month. A security deposit in the total amount of \$600.00 was collected. A move-in condition inspection and report were completed at the start of tenancy.

By letter dated September 1, 2012 (noted as received by the landlord on September 5, 2012), the tenant gave notice to end tenancy effective at the end of September 2012. A move-out condition inspection was undertaken on October 3, 2012. On that occasion the landlord brought the tenant's attention to the need for more cleaning to be completed; this included having the carpets cleaned. The parties agreed that the tenant would take an opportunity over several days to complete the cleaning, and thereafter the tenant returned the unit keys to the landlord on October 10, 2012.

The move-out condition inspection report was completed on October 3, 2012, and the tenant's forwarding address was provided on the report. In relation to the landlord's conditional authority to retain part of the security deposit, it was documented on the report, in part as follows:

“As noted above if not done.”

When the landlord returned to the unit on October 10, 2012, the landlord found that certain cleaning, including carpet cleaning, had not been completed to the landlord's satisfaction. Accordingly, the landlord undertook further cleaning and withheld related costs from the \$600.00 security deposit in the amount of \$224.75. Thereafter, the landlord repaid the balance of the security deposit to the tenant in the amount of \$375.25 by cheque dated November 23, 2012.

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

Section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may try to settle the dispute during a hearing. Pursuant to this provision, discussion between the parties led to a resolution, and it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will reimburse the tenant's **\$50.00** filing fee, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be by **cheque** made payable to the tenant, and **mailed** to her current address as shown in the “application for dispute resolution;”
- that the above cheque will be put into the mail by no later than **midnight, Friday, March 15, 2013;**
- that the above particulars comprise **full and final settlement** for both parties of all issues currently before me which arise out of this tenancy.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$50.00**. 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: February 21, 2013

Residential Tenancy Branch

