



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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 as compensation reflecting 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

There is no written tenancy agreement in evidence for this tenancy which began on December 1, 2007. Monthly rent of \$1,475.00 was due and payable in advance on the first day of each month, and a security deposit of \$750.00 was collected. There is no move-in condition inspection report in evidence.

By letter dated July 31, 2012, the tenant gave notice to end the tenancy effective September 1, 2012. There is no move-out condition inspection report in evidence.

Subsequently, by letter dated September 19, 2012 the tenant informed the landlord of his forwarding address. While the tenant's security deposit has not presently been returned, during the hearing the landlord's agent testified that the landlord seeks to resolve the matter in a manner that is consistent with the tenant's application.

### Analysis

First, the attention of the parties is drawn to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy ends, and the date the landlord

receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may settle their dispute during a hearing. Pursuant to this provision, the tenant accepted the landlord's proposal to resolve the matter, as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will pay the tenant the full amount of **\$1,562.23**;
- that the above amount is comprised as follows:
  - \$1,500.00: double the amount of the original security deposit (2 x \$750.00)
  - \$12.23: interest accrued on the original amount of the security deposit
  - \$50.00: filing fee
- that the payment will be by **cheque** made payable to the tenant and mailed to his **current address** as shown on the "application for dispute resolution."

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,562.23**. 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 18, 2013

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Residential Tenancy Branch

