



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **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 on December 01, 2011 and ended on November 20, 2012. Prior to moving in, the tenant paid a security deposit of \$600.00. The tenant agreed that he did not give proper notice to end the tenancy. The tenant provided his forwarding address in writing to the landlord on January 03, 2013. The landlord did not return the security deposit or make application to retain it. The landlord stated that due to inadequate notice to end the tenancy, he suffered a loss of income for December 2012.

During this discussion, 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 dispute resolution proceedings, 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 withdraw his claim for the return of double the security deposit under section 38 and agreed to allow the landlord to retain the entire security deposit, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit in full and final settlement of all claims against the tenant and also agreed not to pursue his claim against the tenant for the loss of income he suffered.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, the tenant's application is dismissed. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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: April 16, 2013

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Residential Tenancy Branch

