



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PPG Management Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD and FF

Introduction

This hearing was convened on the tenant's application of February 20, 2012 seeking a Monetary Order for return of his security deposit in double on the grounds that the landlord had not returned it or made application to claim against it 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 the filing fee for this proceeding from the landlord.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for return of the security deposit and should the amount be doubled as required by section 38(6) of the *Act*?

Background and Evidence

This tenancy began on January 1, 2005 and ended on July 31, 2012. The landlord holds a security deposit of \$330 paid at the beginning of the tenancy.

During the hearing, the landlord's representatives submitted evidence of some claims in damages and cleaning. However, she had not made application to claim against the deposit as she had believed the tenant's co-tenant had consented to retention of the deposit by signing the move-out condition inspection report. However, the form used did not provide separate lines on for the tenant's signature indicating agreement or disagreement with noted deficiencies.

In addition, the landlord's representative gave evidence that the co-tenant had acknowledged the applicant tenant, who was not in attendance at the inspection, had paid the deposit indicating the disposition of it was not of concern to her.

The applicant tenant's daughter, who had assisted the co-tenant during the inspection, stated that the co-tenant had not been clearly aware of the landlord's perception that the tenant had agreed to retention of the deposit. The tenant's advocate verified that the co-tenant suffered from an anxiety disorder and may well have not been fully aware of the intent of the document she signed.

Section 63 of the Act provides that:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

In the present matter, the parties availed themselves of the opportunity to come to a settlement agreement under the following terms:

Settlement Agreement

1. The tenant agrees to waive his claim for return of the deposit in double and filing fee and to settle for return of the bare \$330 deposit plus \$11.67 interest, less \$134.40 for carpet cleaning as per the rental agreement;
2. The landlord agrees to return that amount and to waive the right to file for dispute resolution for the claimed damages.
3. The landlord agrees to instruct the company's collection agency that its claim against the tenant has been satisfied and to direct no further collection activity on the account;
4. The parties agree that this constitutes full and final settlement of matters pertaining to the tenancy.

Thus, the parties agree that the landlord shall return to the tenant an amount of the deposit calculated as follows:

To return security deposit	\$330.00
Interest on security deposit	<u>11.67</u>
Sub total	\$341.67
Less cost of carpet cleaning	<u>- 134.40</u>
TOTAL to be returned to tenant	\$207.27

Conclusion

By consent agreement, the tenants' copy of this decision is accompanied by a Monetary Order for **\$207.27**, 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: May 15, 2013

Residential Tenancy Branch

