



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened on the tenant's application of May 2, 2013 seeking a Monetary Order for return of his security and pet damage deposits on the claim that the landlord retained them without consent or without having made application for dispute resolution to claim against them. The tenant also sought to recover the filing fee for this proceeding from the landlord.

As a preliminary matter, the tenant had named an individual person, an employee of the landlord, as respondent in the application. It was determined early in the hearing that the landlord is, in fact, a limited company as named on the rental agreement. Therefore, I have amended the style of cause accordingly with consent of the parties to name the limited company as respondent.

### Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for return of the security and pet damage deposits? Must the amounts be doubled under section 38(6) of the *Act*?

### Background and Evidence

This tenancy began on August 1, 2012 under a one year fixed term agreement set to end on July 31, 2013. Rent was \$735 per month and the landlord holds a security and pet damage deposits of \$367.50 paid on July 9, 2012 and July 28, 2012 respectively.

During the hearing, the parties gave evidence that the tenant had breached the fixed term agreement by giving notice dated February 28, 2013 that he would be vacating the rental unit by the end of March 2012.

There was some discussion between the parties with respect to how and when the tenant had provided a forwarding address and whether the tenant had been excused from the move-out condition inspection report.

In addition, while the landlord would have to make a separate application to make a monetary claim, the landlord did submit documentary evidence of costs of cleaning and damage and advised that the rental unit had remained empty for two months resulting in a claimable loss of rent.

### Settlement Agreement

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 opted to avail themselves of the opportunity to settle this dispute under the following terms:

1. The tenant agrees to withdraw the present application and gives consent for the landlord to retain the security and pet damage deposits;
2. The landlord waives his right to make application for a monetary award for cleaning, damages and loss of rent;
3. The parties understand that this agreement constitutes full and final settlement of the tenancy and that neither can bring a further action against the other with respect to it.

Conclusion

The application is withdrawn by a settlement agreement in which the tenant authorized the landlord to retain the security and pet damage deposits and the landlord waives the right to make 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: July 24, 2013

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Residential Tenancy Branch

