



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This was a hearing with respect to the tenant's application for the return of his security deposit. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit, including double the amount?

### Background and Evidence

The rental unit is a suite in the landlord's house in Chemainus. The tenancy began on May 1, 2012. The tenant paid a \$260.00 security deposit on April 9, 2012.

The tenant moved out on March 31, 2013. He provided his forwarding address to the landlord by registered mail sent on April 11, 2013.

The landlord submitted documentary evidence and testified that the tenant did not give proper written notice ending the tenancy and that he damage the rental unit and failed to properly clean the unit when the tenancy ended. She said that he agreed to perform further cleaning, but failed to do so.

During the hearing the parties were provided with the opportunity to have a settlement discussion. As a result of their discussions the tenant and the landlord agreed to a resolution of the tenant's claim and of any potential claim by the landlord with respect to the tenancy, including a claim for loss of revenue, cleaning or repairs. The tenant and the landlord agreed that the landlord will retain the sum of \$110.00 from the tenant's security deposit and return to him the sum of \$150.00. They agreed that this settlement should be incorporated into a binding and enforceable decision and order.

Conclusion

Pursuant to the agreement of the parties as set out above, I order that the landlord retain the sum of \$110.00 from the security deposit that she holds, in full and final satisfaction of any and all claims arising out of the tenancy and I direct that she return to the tenant the balance of the deposit in the amount of \$150.00. I grant the tenant a monetary order in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court. Because this matter was settled by agreement between the parties, I make no order with respect to the filing fee 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: July 26, 2013

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Residential Tenancy Branch

