



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides.

With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 1, 2005 and ended on April 30, 2013. The rent at the time the tenancy ended was \$1120 per month payable on the first day of each month. The

tenant paid a security deposit of \$490 at the start of the tenancy. The tenant testified the interest earned on the security deposit is \$17.35.

The landlord testified that he has a claim against the tenant. However, the landlord has not yet filed that claim. The tenant(s) provided the landlord with his/her their forwarding address in writing on April 29, 2013. The landlord misplaced the sheet of paper that contained the address. The tenant orally gave him the address around the middle of May and the landlord sent out a cheque in the sum of \$250. The tenant has not yet cashed that cheque. The landlord represents that it is still valid and there is sufficient money to honor it in his account.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall pay to the tenant the sum of \$557.35 such payment shall be composed of the cheque in the sum of \$250 previously provided by the landlord and an additional sum of \$308 (rounded up at the request of the landlord).
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

The \$250 cheque has already been tendered. The landlord represents that it is still valid. **As a result of the settlement I ordered that the landlord pay to the tenant the sum of \$308.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 15, 2013

Residential Tenancy Branch

