



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 the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order to return double the security and pet damage deposits pursuant to Section 38; and
- b) To recover the filing fee for this application.

SERVICE

The tenant gave sworn testimony that she served the landlord by email with her new address on October 30, 2013; the landlord acknowledged receipt and also receipt of the Application for Dispute Resolution hearing package which was served by registered mail. I find the documents were served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Is the tenant entitled to the return of double the security and pet damage deposits according to section 38 of the Act? Is the tenant entitled to recover her filing fee for this application?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced on April 1, 2011 with a rent of \$1200 a month and a security deposit of \$600 and a pet damage deposit of \$600 was paid. It is undisputed that the tenancy ended on October 30, 2013, the tenant provided her forwarding address by email on October 30, 2013 and none of her deposits have been returned to her. It is undisputed that the tenant gave no permission to retain any of it.

The landlord provided evidence of significant damages but she had not filed an Application to claim these damages. I advised her of the limitation period to claim.

In evidence are emails, photographs and invoices including a letter from the tenant's

lawyer requesting the return of the deposits.

I outlined the provisions in section 38 of the Act and the landlord's ability to claim for damages within the limitation period. The parties discussed the matter and after negotiation, ably assisted by the lawyer for the tenant, agreed to settle on the following terms and conditions:

Settlement Agreement:

1. The landlord will refund \$800 of the deposits to the tenant; the tenant will receive a monetary order for \$800.
2. This will settle all claims and any other matters between the parties in respect to this tenancy.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

I find this matter has been settled with the terms outlined above. Both parties voluntarily agreed that in consideration of the tenant's accepting only \$800 refund of her deposits, no further claims would be pursued against either party in respect to this tenancy.

Conclusion:

Pursuant to the above noted agreement, I find the tenant entitled to a monetary order for \$800 in full settlement of this matter.

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: February 25, 2014.

Residential Tenancy Branch