



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an Application by the Tenant for a monetary order for return of double the security deposit paid to the Landlord and for the return of the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Settlement

During the course of the hearing the Tenant explained that the Landlord has provided a refund of the original security deposit, plus a small additional amount that was not identified. However, this amount was not the amount the Tenant was entitled to under section 38 of the Act.

The Agent for the Landlord acknowledged that the Landlord had sent the Tenant a second cheque equivalent to the security deposit and the filing fee for the Application; although he was not certain if the interest had been calculated and included. The Tenant testified he had not received this second cheque yet.

The parties then agreed as to what the Tenant is currently entitled to and agreed that the Tenant should have a monetary order to reflect the exact amount owed. When the second cheque arrives the Tenant shall contact the Agent for the Landlord to receive the correct balance due.

The parties agreed that the Tenant is entitled to the amount calculated as follows:

1. Double the security deposit of \$537.50 is equal to \$1,075.00;
2. Interest accumulated since June of 2004 is \$19.04, (calculated in accordance with the interest calculator at the *Residential Tenancy Branch* website);
3. The filing fee for the Application of \$50.00;
4. The Landlord had already paid the amount of \$551.99; and
5. The Tenant is therefore entitled to a balance of **\$592.05**, ($2 \times 537.50 = 1,075.00$, plus 19.04 interest, plus 50.00 filing fee for the Application, *less 551.00 already paid* leaving a balance of \$592.05).

When the second cheque arrives the Tenant may contact the Agent for the Landlord at the number provided during the hearing to arrange for the balance due.

The parties are commended for reaching a resolution to this matter.

Conclusion

The parties came to a mutual agreement about how to resolve this matter. The Tenant is granted a monetary order to enforce if the Landlord does not comply with the mutual agreement.

If the Tenant needs to enforce the order, the Landlord must be served with a copy of this Order as soon as possible. Should the Landlord 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 final and binding on the parties, except as otherwise provided under the Act, and 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: September 29, 2014

Residential Tenancy Branch

