



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 the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- authorization to obtain a return of all or a portion of her security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord's agent, KD ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord's agent confirmed that she is the daughter of the landlord, who was sick and unable to attend this hearing, and that she had authority to represent the landlord as agent at this hearing.

The tenant testified that she served the landlord with the tenant's application for dispute resolution hearing package ("Application") on February 2, 2015, by way of registered mail. The landlord confirmed receipt of the tenant's Application. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application.

The tenant testified that she did not serve a letter, dated November 11, 2014, upon the landlord with her Application, which she intended to rely on as written evidence for this hearing. The landlord confirmed that she previously received and reviewed this letter in November 2014, and that she had no objection to proceeding with the hearing on the basis of this evidence. Accordingly, I find that the above letter was sufficiently served for the purposes of section 71(2)(c) of the *Act*.

Issues to be Decided

Is the tenant entitled to a monetary award for the return of double the amount of her security deposit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Both parties agreed that this tenancy began on September 1, 2013 and ended on December 31, 2014. Both parties agreed that the tenant returned the keys for the rental unit to the landlord on January 1, 2015. Monthly rent in the amount of \$2,000.00 was payable on the 1st day of each month. Both parties agreed that a security deposit of \$1,000.00 was paid by the tenant on August 21, 2013 and the landlord continues to retain this deposit in full.

The landlord confirmed that a previous agent for this rental unit retained a condition inspection report upon move-in for this tenancy and that the landlord did not have a copy of this report. Both parties agreed that a move-out inspection occurred but a report was not completed. Both parties agreed that there were no unpaid rent amounts outstanding at the end of this tenancy.

Both parties agreed that the tenant provided her forwarding address to the landlord in writing, by way of a letter, dated November 11, 2014. Both parties agreed that the tenant sent this letter to the landlord by way of registered mail on November 12, 2014, which the landlord received shortly thereafter.

The tenant seeks a return of double the amount of her security deposit, totalling \$2,000.00. The landlord confirmed that she did not file an application for dispute resolution within 15 days of the end of this tenancy.

The landlord claimed that she was entitled to \$805.00 from the tenant for repairs to the rental unit at the end of this tenancy. The landlord stated that approximately \$5,770.00 was expended for repairing the rental unit after the tenant vacated but that she was not seeking this full amount from the tenant.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. The landlord agreed to pay the tenant \$1,375.00 by 7:00 p.m. on March 6, 2015, in full satisfaction of all aspects of the tenant's monetary claims against the landlord in the tenant's Application and arising out of this tenancy;

2. Both parties agreed that this agreement also settles all aspects of the landlord's potential monetary claims against the tenant arising out of this tenancy, including for damage and cleaning costs.
3. Both parties agreed to waive their legal rights and not pursue any future monetary claims or applications against each other at the Residential Tenancy Branch with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy, for both parties. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$1,375.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above monetary agreement. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above monetary agreement. Should the landlord fail to comply with this Order, this 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: March 02, 2015

Residential Tenancy Branch

