Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>   MNSD

<u>Introduction</u>

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 his security deposit, pursuant to section 38.

Both parties 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. "Witness AW" appeared on behalf of the landlord and confirmed that he is the owner of the rental building. The landlord confirmed that she is the manager for the rental building. Witness AW confirmed that the landlord had authority to speak on his behalf as agent at this hearing.

The tenant testified that he served the landlord with the tenant's application for dispute resolution hearing package ("Application") on November 6, 2014, 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 landlord testified that she served the tenant with the landlord's written evidence package on January 29, 2015, by way of registered mail. The tenant confirmed receipt of the landlord's written evidence. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's written evidence package.

<u>Issues to be Decided</u>

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

Background and Evidence

Both parties agreed that this month to month tenancy began on March 26, 2013 and ended on July 26, 2014. Monthly rent in the amount of $720.00 was payable on the first day of each month. Both parties agreed that a security deposit of $360.00 was paid by the tenant on March 3, 2013 and the landlord continues to retain this deposit in full.

Both parties agreed that a move-in condition inspection occurred on March 26, 2013, a condition inspection report was signed by both parties and a copy of the report was provided to the tenant. Both parties agreed that a move-out condition inspection occurred and that a copy of the condition inspection report was provided to the tenant. The landlord stated that the tenant signed the move-out report and he was provided with a copy immediately. However, the tenant states that he did not sign this move-out report and he did not receive a copy until December 6, 2014. The landlord stated that there were no unpaid rent amounts outstanding at the end of this tenancy.

The tenant stated that he provided verbal notice of his forwarding address to the landlord, one month prior to vacating the rental unit. Both parties agreed that the tenant provided written notice of his forwarding address to the landlord, by way of the tenant's Application for this hearing. Both parties agreed that the landlord did not have written permission from the tenant to retain any amount from his security deposit.

The tenant seeks a return of double the amount of his security deposit, totalling $720.00. The landlord confirmed that she did not file an application for dispute resolution within 15 days of the end of this tenancy or receiving the tenant's forwarding address in writing. Witness AW claimed that he was entitled to $1,088.03 from the tenant for damages to the rental unit at the end of this tenancy. The landlord stated that the tenant would owe a balance of $728.03, if the tenant's security deposit of $360.00 was applied to the above total amount. The landlord provided photographs and a written breakdown of costs for cleaning, painting, and the replacement of flooring, blinds and a dishwasher. Witness AW stated that he was not seeking labour costs, as he performed the installations personally. The tenant disputes this damage amount claimed by the landlord and Witness AW.

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

1. Both parties and Witness AW agreed that the landlord will retain the tenant's entire security deposit in the amount of $360.00 in full satisfaction of all aspects of the tenant's monetary claims against the landlord and Witness AW in the tenant's Application and arising out of this tenancy;
2. Both parties and Witness AW agreed that this agreement also settles all aspects of the landlord's and Witness AW's potential monetary claims against the tenant arising out of this tenancy, including for damage, cleaning and replacement costs;
3. Both parties and Witness AW 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. Both parties and Witness AW 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

To give effect to the settlement reached between the parties, I order the landlord to retain the tenant's full security deposit in the amount of $360.00 in full satisfaction of the monetary settlement above.

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

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Residential Tenancy Branch