



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

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 on December 30, 2014. The landlord acknowledged receiving the documents on January 2, 2015. 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 parties entered into a tenancy agreement that provided that the tenancy would start on December 15, 2006. The tenant paid a security deposit of \$1400 at the start of the tenancy. The tenancy ended on March 31, 2014. The rent was \$3147 per month payable in advance at the time the tenancy ended.

The tenant(s) testified that she provided the landlord with a forwarding address in writing at the time the tenancy ended. The landlord disputes this although he acknowledged that he received the Application for Dispute Resolution on January 2, 2015 and that document contained the forwarding address in writing.

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:

The tenant claims the sum of \$2800 which is double the security deposit plus the \$50 filing fee. The landlord alleged the tenant damaged the rental unit to an extent that far exceeds the security deposit. The tenant disputes the landlord's claims. She testified that any damage is reasonable wear and tear.

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

- a. The landlord shall pay the tenant the sum of \$1400.
- b. This is a full and final settlement and the tenant releases and discharges the landlord from all claims with respect to this tenancy including the right to claim the doubling of the deposit.

- c. This is a full and final settlement and the landlord releases and discharges the tenant from all claims with respect to this tenancy including a claim for damage to the rental unit and failure to clean.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered the landlord(s) to pay to the tenant the sum of \$1400. All other claims are dismissed.

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: March 24, 2015

Residential Tenancy Branch