



# 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 deposit pursuant to Section 38; and
- b) To recover the filing fee for this application.

### **SERVICE**

Both parties attended the hearing and the tenant provided evidence that she had served the landlord with her forwarding address and the Application for Dispute Resolution personally by giving them to his wife who resides with him. The landlord agreed he had received them as stated. I find the documents were served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

**Preliminary:** The landlord requested his first name be amended to the correct spelling; the tenant had no objection and his name is amended.

### **Issue(s) to be Decided:**

Has the tenant proved on the balance of probabilities that she is entitled to the return of double the security deposit according to section 38 of the Act?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to present evidence and make submissions. The tenant said she had paid a security deposit and pet damage deposit totalling \$750 in March 2014 and signed two six month fixed leases with the last expiring on January 31, 2015. She said the landlord wanted the unit for himself so they mutually agreed that she would move out on January 15, 2015 and she did. She provided her forwarding address in writing on or about January 19, 2015. The landlord agreed these facts were correct and he had filed no Application to claim against the deposit.

The tenant's deposit has never been returned but she gave permission to retain about \$150 to fill some nail holes. The landlord provided a significant amount of evidence of damages which I declined to hear as he had not filed an Application to claim them.

After I advised the parties concerning section 38 of the Act and the landlord's ability to claim damages within the two year time limit specified in the Act, the parties agreed to settle this matter on the following terms and conditions. The parties were advised that if they settled, they would be estopped from further claims against each other in respect of this tenancy.

**Settlement Agreement:**

- 1. The tenant will receive a monetary order for \$750 as a refund of her security deposits. She waives the filing fee.**
- 2. This agreement settles all 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.

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**Analysis:**

Pursuant to the above noted agreement, I find the tenant entitled to a monetary order for \$750.

**Conclusion:**

I find the tenant entitled to a monetary order for \$750 as settlement of all matters between the parties. No filing fee is awarded as the tenant waived it.

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: April 08, 2015

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Residential Tenancy Branch

