



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNSD, MNDC

Introduction:

The tenant made a monetary claim for recovery of double the security deposit.

Facts:

Both parties attended a conference call hearing. A tenancy began on November 01, 1996 with rent in the amount of \$ 459.90 due in advance on the first day of each month. The tenant paid a security deposit totalling \$ 225.00 on November 1, 1996. The tenant moved out on June 15, 2015 and the landlord claimed that she incurred cleaning and repair expenses.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord shall repay the tenant all the security deposit which together with interest totals \$ 255.94, and
- b. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I granted the tenant a monetary Order in the amount of \$ 255.94. This order must be served on the landlord and may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee. I have dismissed all other claims made by the tenant without leave to reapply.

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: November 16, 2015

Residential Tenancy Branch

