



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD

### Introduction

This hearing was scheduled in response to the tenant's application for a monetary order for compensation reflecting the double return of the security deposit. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Tenancy began on or about December 01, 2013 with parties to the agreement being the tenant and the former landlord / owner of the unit. A security deposit of \$475.00 was collected. Subsequently, the current landlord purchased the unit and the parties signed a formal written tenancy agreement for a month-to-month tenancy shown as commencing October 01, 2014. Pursuant to the agreement, monthly rent of \$1,000.00 was due and payable in advance on the first day of each month. A move-in condition inspection report was not completed either when tenancy first began, or at the point at which the current landlord and tenant signed their written tenancy agreement.

Following notice given by the tenant, tenancy ended on May 30, 2015. A move-out condition inspection report was not completed. Thereafter, by way of text message on or about June 05, 2015 the tenant informed the landlord of her forwarding address for the purposes of repayment of her security deposit. A letter to this effect was received by the landlord from the tenant about a week or so later. However, as the landlord considered that the tenant was responsible for certain cleaning and repairs in the unit, he declined to return any portion of the security deposit. Neither did the landlord file an application for dispute resolution.

During the hearing the parties undertook to resolve the dispute.

## Analysis

At the outset, the attention of the parties is drawn to the following sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Further, section 37 of the Act addresses **Leaving the rental unit at the end of tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Additionally, Residential Tenancy Policy Guideline # 1 speaks to “Landlord & Tenant – Responsibility for Residential Premises.”

As well, section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant’s forwarding address in writing, the landlord must either repay the security deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of the security deposit.

Finally, section 63 of the Act addresses **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

## **RECORD OF SETTLEMENT**

- that the landlord will repay the security deposit to the tenant in the full amount of **\$475.00**, and that a **monetary order** will be issued in favour of the tenant to that effect;

- that the above payment will be made by **cheque**, and put into the mail to the tenant's mailing address as shown on her application, by not later than **midnight, Tuesday, November 24, 2015**;
- that **neither party** will file a future application for dispute resolution naming the other as a respondent, in any matter related to this particular tenancy;
- that the above particulars comprise **full and final settlement** of all matters in dispute that arise from this tenancy.

### Conclusion

The parties settled their dispute pursuant to the **Record of Settlement**, as above.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$475.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims 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: November 17, 2015

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Residential Tenancy Branch

