



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to the tenant's application for the return of his security deposit. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit including double the amount?

Background and Evidence

The landlord and the tenant entered into a tenancy agreement for a fixed term commencing June 15, 2015 and ending August 31, 2015. The monthly rent was \$3,000.00 and the tenant paid a \$1,500.00 security deposit before the tenancy began.

After the tenancy ended the tenant applied for dispute resolution to claim the return of his security deposit. The landlord has not applied to retain the deposit, but she has submitted documents and evidence relating to a potential claim for costs incurred for cleaning and repairs to the rental unit and its furnishings.

At the hearing the tenant and the landlord were given the opportunity to discuss a settlement of the tenant's claim and any prospective claim that might be brought by the landlord with respect to the tenancy. The tenant and the landlord agreed that the landlord would retain the sum of \$750.00 from the security deposit that she holds and return the sum of \$750.00 to the tenant. The tenant agreed to accept the sum of \$750.00 in satisfaction of his claim for the return of his deposit.

Analysis

Pursuant to the agreement of the parties, I order that the landlord retain the sum of \$750.00 from the \$1,500.00 security deposit that she holds, in full and final satisfaction of any and all claims that she may have, arising out of the tenancy, including any and all claims for cleaning and repairs to the rental unit or any of its furnishings or contents.

Pursuant to the agreement of the tenant I grant the tenant a monetary order in the amount of \$750.00 in full and final satisfaction of his claim for the return of his security deposit, including any claim for the return of double the amount of the deposit. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

Pursuant to the agreement of the parties this matter has been settled. The landlord will retain \$750.00 from the security deposit and return the balance to the tenant. The tenant has been granted a monetary award in the amount of \$750.00. Because this matter has been settled, I make no order with respect to the filing fee for this application.

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 26, 2016

Residential Tenancy Branch