



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on August 18, 2015. Prior to moving in, the tenant paid a security deposit of \$350.00. The tenant moved out on November 04, 2015. The tenant agreed that she did not provide the landlord with adequate notice to end the tenancy. The landlord agreed that he received the tenant's forwarding address on November 28, 2015. The tenant testified that she waited until January 05, 2016 for the landlord to return the deposit before she filed this application.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to keep the security deposit of \$350.00 in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to accept the deposit of \$350.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

Regarding the recovery of the filing fee, I find that the landlord did not respond within the legislated time frame of 15 days, to the tenant's requests for the return of the deposit by either returning all or a portion of the deposit or by filing an application to keep all or a portion of the deposit. I find that the tenant had no choice other than to make this application. For this reason, I award the tenant the recovery of the filing fee of \$50.00,

I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit but must pay the tenant \$50.00 for the filing fee. I grant the tenant a monetary order in the amount of **\$50.00**.

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: August 11, 2016

Residential Tenancy Branch