



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI MNSD FF

Introduction

Both parties attended the hearing and the tenant provided evidence that he had served the landlord with the Application for Dispute Resolution by registered mail and personally with his forwarding address. 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. The tenant applies 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;
- b) To obtain a refund of an illegal rent increase pursuant to sections 42 and 43; and
- c) To recover the filing fee for this application.

Preliminary Issue: The landlord's name had a typographical error on the application. The tenant asked to amend it and the landlord had no objection so it was amended.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that he is entitled to the return of double the security deposit according to section 38 of the Act and to a refund for an illegal rent increase.

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to present evidence and make submissions. It was undisputed that the tenant paid a security deposit of \$650 and a pet damage deposit of \$650 in 2013 and agreed to rent the unit for \$1300 a month. The tenant vacated the unit on November 30, 2016 pursuant to a mutual agreement to end tenancy and returned the keys on December 1, 2016. He provided his forwarding address on November 4, 2016. The landlord agreed these facts were correct. The tenant's deposit has never been returned and he gave no permission to retain any of it.

The landlord said she retained the deposit for the tenant had caused damage to the unit and he thought he was entitled to another month's rent. He deducted for these costs and sent the tenant a cheque for \$269.35 which the tenant has refused to cash. He

agreed he had illegally increased the rent and that the tenant was entitled to a \$62.30 for the illegal increase.

After further discussion where the landlord discussed his damages and the tenant's entitlement under section 38 of the Act, the parties agreed to settle the matter on the following terms and conditions:

Settlement Agreement:

- 1. The parties agree the landlord will pay the tenant \$2262.30 which represents \$2100 for the doubled deposits plus \$62.30 for refund of the illegal rent increase plus the filing fee.**
- 2. The parties agree that the landlord will retain \$500 from the double deposits of \$2600 to compensate for any damage and the tenant will destroy the cheque previously issued.**
- 3. The parties agree that this agreement settles all matters between them in respect to this tenancy.**

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis and Conclusion:

I find the tenant entitled to a monetary order as calculated below and as agreed by both in the hearing.

Double deposits of \$1300	2600.00
Refund of illegal rent increase	62.30
Filing fee	100.00
Less agreed deduction for damages	-500.00
Total Monetary Order to Tenant	2262.30

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: March 08, 2017

Residential Tenancy Branch