



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FFT

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$ for double the security deposit.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord as the landlord acknowledged service of the documents.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a tenancy agreement that provided that the tenancy would start on November 1, 2017. The rent was \$950 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$425 prior to the start of the tenancy.

The tenancy ended on January 31, 2018.

The tenant(s) provided the landlord with his/her their forwarding address in writing on December 27, 2017.

The landlord returned the security deposit in the sum of \$425 to the tenant in May 2018.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

The landlord stated the Application for Dispute Resolution she received from the Tenant does not include a claim for the cost of the filing fee.

The tenant was aware of her right to the doubling of the security deposit. However she stated that she was prepared to waive her right to the doubling of the security deposit if the landlord paid her the \$100 filing fee.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord shall pay to the Tenant the cost of the filing fee in the sum of \$100.
- b. This is a full and final settlement and both parties release and discharge the other from all further claims with respect to this tenancy.
- c. In particular the Tenant releases and discharges the landlord from her right to the doubling of the security deposit.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$100 for the cost of the filing fee.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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: September 07, 2018

Residential Tenancy Branch