



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This application was brought by the tenant on August 4, 2011 seeking return of a portion of her security deposit in double on the grounds that the landlords did not return it or make application to claim against it within the latter of 15 days of the end of the tenancy or receipt of the tenant's forwarding address. The tenant also sought to recover the filing fee for this proceeding from the landlord.

Issue(s) to be Decided

This matter requires a decision on whether the tenant is entitled to a Monetary Order for return of the deposit and whether the amount should be doubled.

Background and Evidence

This tenancy began on May 1, 2011 under a one-year fixed term agreement set to end on April 30, 2012; however, the tenant gave notice and vacated the rental unit on June 30, 2011. Rent was \$1,200 per month and the tenant paid a security deposit of \$600.

During the hearing, the landlord gave evidence that the tenant had given verbal notice during the last week off May 2011 that a change in circumstance forced her to leave the fixed term agreement early. The landlord was able to find a new tenant for July 2011, but makes claim that the move in was delayed she had to do extensive cleaning and some repairs and subsequently gave the new tenant a credit for \$100

Therefore, the landlord retained \$280 of the security deposit and returned \$320.

Consent Agreement

Section 63 of the Act provides that if the parties so choose, the director's designate may assist them in arriving at a settlement agreement under which provision, the parties arrived at the following consent agreement:

1. The tenant agreed to waive her right under section 38(6) of the *Act* to return of the contested portion of the security deposit in double and accept return of the \$280 balance of the full deposit only.
2. 'The parties agree that this constitutes full and final settlement of the tenancy and neither party will seek further Dispute Resolution proceedings against the other.

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for \$280.00, enforceable through the Provincial Court of British Columbia, for service on the landlords.

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 08, 2011.

Residential Tenancy Branch