



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Is the tenant entitled to the return of the security deposit?

### **Background and Evidence**

The tenancy started on April 01, 2011. The tenant sublet a portion of the rental unit from the primary tenant referred to as RK. The landlord testified that the RK was permitted to sublet and collect rent from his subtenant. The landlord also testified that he held a security deposit paid by RK in the amount of \$450.00.

Prior to moving in the tenant Social Services paid a security deposit of \$116.50 to the landlord on behalf of the tenant. The tenant filed confirmation by way of a print out from Social Services, of having paid this amount. The landlord argued that this amount went towards rent but did not have any evidence to support his testimony.

The tenant testified that he provided the landlord with adequate notice to end the tenancy and moved out sometime prior to December 31, 2012. The tenant stated that he provided the landlord with his forwarding address on December 28, 2011

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 dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, 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 accept \$166.50 in full settlement of his claim for the return of the security deposit under section 38.
2. The landlord agreed to return \$166.50 to the tenant in full and final settlement of the security deposit.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order in the amount of **\$166.50**. The landlord must make payment within 15 days of receipt of this decision. The tenant may file and enforce this order in the Small Claims Court of British Columbia, in the event that the landlord does not make payment in a timely manner.

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 18, 2012.

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Residential Tenancy Branch