



# 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 for a monetary order for the return of double the security deposit, for the cost of maintenance of the yard, change of locks and for the recovery of the filing fee. 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 double the security deposit and the remainder of her monetary claim?

### **Background and Evidence**

The tenancy started on October 01, 2004. Prior to moving in the tenant paid a security deposit of \$475.00. The tenant moved out on November 30, 2011 and provided the landlord with her forwarding address on December 16, 2011. The landlord mailed a letter to the tenant advising her that the security deposit would be retained for damages to the rental unit.

During the hearing, the tenant's claim was discussed at length and 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 \$450.00 in full settlement of her monetary claim against the landlord.
2. The landlord agreed to return \$450.00 to the tenant and not pursue her claim against the tenant for the cost of cleaning, repairs or any other monetary claims with regard to the rental unit.
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.
- 4.

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$450.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: June 27, 2012.

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Residential Tenancy Branch