



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD FF

Introduction

Both parties attended the hearing and the tenant provided evidence that they had served the landlord personally with the Application for Dispute Resolution and with his forwarding address. The landlord agreed she 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; and
- b) To recover the filing fee for this application.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that they are entitled to the return of double the security deposit according to section 38 of the Act?

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 tenancy commenced in or about June 2013, that rent was \$1100 a month and a security deposit of \$550 was paid. It was undisputed that the tenant vacated the unit on June 1, 2016 and provided their forwarding address in writing on June 21, 2016. The tenant's deposit has never been returned and they gave no permission to retain any of it.

The landlord said they retained the deposit for the tenant caused some damages to the unit. A cleaning bill for \$472.50 was provided in evidence by a realtor. It was undisputed that a move-in and move-out report was not done. The landlord had not filed an Application to claim against the deposit and I advised her in the hearing how to do this within the two year time limit specified in the Act.

After discussing section 38 of the Act and the landlord's rights to file an application for damages, the parties discussed it together and agreed to settle the matter on the following terms and conditions:

1. The tenant will receive only \$650 of the \$1200 monetary order which he has claimed on his application. (\$550x2 + \$100 filing fee).
2. The landlord will retain \$550 towards her damages.
3. This agreement will settle all claims between the parties 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:

Based on the above noted settlement agreement, I find the tenant entitled to a monetary order for \$650 as calculated below.

Conclusion:

I find the tenant entitled to a monetary order as calculated below and to recover the filing fee for this application.

Deposit x 2 per s. 38 of the Act	1100.00
Filing fee	100.00
Less settlement to landlord	-550.00
Total Monetary Order to Tenant	650.00

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: December 14, 2016

Residential Tenancy Branch