



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD FF

### **Introduction**

Both parties attended the hearing and gave sworn testimony. The tenant provided evidence that she had served the landlord with the Application for Dispute Resolution by registered mail and by mail with her 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 and to recover the filing fee?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to present evidence and make submissions. The tenant said in 2012 she had paid a security deposit of \$425 and a pet damage deposit of \$425 and agreed to rent the unit for \$850 a month. The tenant vacated the unit on January 31, 2017 and provided her forwarding address in writing on that date along with the keys. The landlord agreed these facts were correct. The tenant gave permission to retain only \$25 of the deposit. The tenant's deposit of \$825 was not returned until March 20, 2017 by e-transfer. The landlord said she went to the Residential Tenancy Branch on that day to file an Application and was advised to return the deposit then.

The evidence filed by the landlord illustrates her claim that the tenancy had caused her to incur costs of over \$900 approximately. She has filed an Application to claim for damages and is awaiting some other invoices from the Strata. After discussing the implications of section 38 which provides for a return of double the deposit to the tenant and the landlord's ability to claim for damages, the parties decided to settle on the following terms and conditions.

### **Settlement Agreement:**

1. The tenant accepts the \$825 payment already made by the landlord in full settlement of her application for double the deposits.
2. The landlord agrees to accept retaining the \$825 (which section 38 would have obliged her to pay) in full settlement of any damage claim against the tenant. She specifically agrees to withdraw her application under file #545703.
3. This agreement settles all matters 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:**

Pursuant to the above noted agreement, I find neither party has a claim against the other in respect to this tenancy.

**Conclusion:**

The matter is settled.

**I HEREBY ORDER the landlord to withdraw her application under file #545703 against the tenant as all matters in respect to this tenancy are settled and both parties have received the funds as agreed.**

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: March 22, 2017

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Residential Tenancy Branch