



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This hearing was convened on the tenant's application of March 22, 2012 for return of her security deposit in double on the grounds that the landlord did not return it within 15 days of the latter of the end of the tenancy or receipt of the tenants' 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 return of her security deposit, whether the amount should be doubled, and whether she is entitled to recover their filing fee from the landlord.

Background and Evidence

This tenancy began on June 1, 2007 and ended on October 31, 2012. Rent was \$1,200 per month and the landlord holds a security deposit of \$600.

During the hearing, the tenant gave evidence that, when her verbal contacts with the building manager had failed to produce results, she had written to the landlord on January 5, 2012 providing her forwarding address in writing and requesting return of her security deposit.

The landlord stated that he had not returned the deposit because he was of the belief that the tenant had agreed to share the costs of damages, a statement with which the tenant disagreed.

On being advised of the necessity of making his own application to claim in damages, and of the statutory requirement for the landlord to return the deposit in double if it has not been returned within 15 days of receiving the forwarding address, the parties crafted the following consent agreement.

1. The tenant agrees to settle her claim for the value of the bare deposit of \$600 only;
2. The landlord agrees to return the \$600 promptly and that the tenant be provided with a Monetary Order in support of this agreement;
3. The parties agree that this constitutes full and final settlement of all issues pertaining to the tenancy and that neither will bring a further action against the other with respect to it.

Conclusion

The tenant's copy of this Decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$600, for service on the landlord.

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: May 24, 2012.

Residential Tenancy Branch