

## **DECISION**

**Dispute Codes:** MNSD and FF

### **Introduction**

This application was brought by the tenant seeking return of his security deposit in double on the grounds that the landlord did not return it or make application to claim on it within 15 days of the latter of the end the tenancy or receipt of the tenant's forwarding address. The tenant also seeks to recover the filing fee for this proceeding from the landlord.

### **Issues to be Decided**

This application requires a decision on whether the tenant is entitled to a Monetary Order for return of his deposit and whether the amount should be doubled, and whether the tenant should recover the filing for this proceeding.

### **Background and Evidence**

This tenancy began on December August 1, 2009 and ended on May 1, 2010. Rent was \$2,500 per month and the landlord holds a security deposit of \$1,250.

During the hearing, the landlord noted that the applicant was one of four co-tenants. The tenant gave assurance that he is authorized to represent all co-tenants and would see to distribution of any award among them. The parties understand that the landlord would not be a party to any subsequent dispute among the tenants over distribution of any award to the tenants.

The parties concurred that the landlord had received the tenant's forwarding address and request for return of the security deposit on June 22, 2010 and that the landlord did not return the security deposit within fifteen days.

The tenant stated that the landlord was authorized to retain from the security deposit the per diem share of the hydro bill, an amount the parties agree is \$245.70.

## **Analysis**

Section 38(1) of the *Act* provides that, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, the landlord must return the security deposit to the tenant or make application for dispute resolution to claim upon it.

Section 38(6) of the *Act* states that a landlord who does not comply with section 38(1), "must pay the tenant double the amount of the security deposit..."

In this matter, I must find as fact that the landlord did not make application to claim the deposit or return it within 15 days of receiving the tenant's forwarding address and request for return of the deposit.

Therefore, I find that the tenant is entitled to return of the contested portion of the security deposit, after the agreed upon hydro charge was taken.

In addition, the tenant agreed to deduct a claim for \$576 for cleaning brought by the landlord on the landlord's agreement that doing so would constitute full and final settlement of all matters pertaining to the tenancy. The landlord agreed.

Having found that the application has succeeded on its merits, I find that the tenant is entitled to recover the filing fee for this proceeding from the landlord.

Thus, I find that the landlord owes to the tenant an amount calculated as follows.

Security deposit	\$1,250.00
Less agreed upon hydro payment	- 245.70
Sub total	\$1,004.30
To double security deposit due to tenant	1,004.30
Sub total	2,008.60
Less cleaning costs agreed to settle future claim	- 576.00
Sub total	1,432.60
Filing fee	50.00
<b>TOTAL</b>	<b>\$1,482.60</b>

## Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for **\$1,482.60** enforceable through the Provincial Court of British Columbia, for service on the landlord and payment of this amount constitutes full and final settlement of the tenancy.

December 7, 2010