

DECISION

Dispute Codes: MNSD and FF

Introduction

Application made by the tenants, received on February 25, 2011 seeks return of their security deposit 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 tenant's forwarding address.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to a Monetary Order for the security deposit and whether the amount must be doubled under section 38(6) of the Act.

Background and Evidence

This tenancy began on February 1, 2009 and ended on May 31, 2010 on the tenants' notice. Rent was \$1,500 per month and the landlord holds a security deposit of \$750 paid on February 1, 2009.

During the hearing, the parties concurred that move-in and move-out condition inspection reports had been completed as required under the *Act*. The parties also concurred that the tenants had provided the landlord with their forwarding address at or shortly after the end of the tenancy.

The landlord stated that he had not returned the security deposit because of stains to the carpets, marks on the walls and damage to the washing machine in a unit that was brand new at the beginning of the tenancy. The landlord stated he had not been aware of the requirement to return the deposit or make application for dispute resolution to make a claim against it.

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 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..."

The tenant stated that he had no wish to have the security deposit return in double and asked only for return of the deposit of the amount he had paid. The landlord stated that the cost of remediating the damages far exceeded the value of the deposit. However, rather than exercising his right to bring an application to recover the damages, he agreed to return of a portion of the deposit.

The parties suggested that the matter be concluded as follows:

1. The tenant waives his right to return of the deposit in double;
2. The landlord agrees to pay, and the tenant agrees to accept, \$500 as disposition of the security deposit claim;
3. The landlord agrees to waive his right to bring any future application for damages related to the tenancy;
4. This constitutes full and final settlement of all monetary claims arising from the tenancy;

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for \$500, enforceable through the Provincial Court of British Columbia, for service on the landlord.

June 8, 2011