

DECISION

Dispute Codes MNSD and FF

Introduction

This application was brought by the tenants on October 17, 2011 seeking return of their security deposit in double on the grounds that the landlords did not return it or make application to claim against it within the latter of 15 days of the end of the tenancy or receipt of the tenant's forwarding address. The tenants also sought to recover the filing fee for this proceeding from the landlords.

Issue(s) to be Decided

This matter requires a decision on whether the tenants are entitled to a Monetary Order for return of the deposit and whether the amount should be doubled.

Background and Evidence

This tenancy ran from February 15, 2009 to September 30, 2011, although cleaning was not completed and the keys returned until October 2, 2011. Rent was \$1,100 per month plus one-third of the hydro bill and the landlords hold security and pet damage deposits of \$550 each.

On October 2, 2011 the landlords issued a cheque to the tenants for \$900; however, there was an error in the name of the recipient that rendered the cheque non-negotiable and the tenants declined to seek a replacement as they had filed for the full amount.

In addition, the tenants concurred that the landlord should keep \$31 for their share of the remaining hydro and \$36 for one-days rent for overholding.

Consent Agreement

Section 63 of the Act provides that if the parties so choose, the director's designate may assist them in arriving at a settlement agreement under which provision, the parties arrived at the following consent agreement:

1. The tenants agreed to waive their right under section 38(6) of the *Act* to return of the contested portion of the security and pet damage deposit in double and seek only return of the full deposits plus one-half of the filing fee for this proceeding, less the agreed to deductions for hydro and overholding;
2. The tenants agree to return the defective cheque for \$900 issued on October 2, 2011 to the landlord in exchange for the corrected replacement;
3. The landlord agrees to pay one-half of the filing fee, and return the balance of the deposit after deducting the hydro and per diem for overholding as agreed;
4. The parties agree that this constitutes full and final settlement of the tenancy and neither party will seek Dispute Resolution proceedings against the other.

As a matter of note, I made an arithmetic error during the hearing and neglected to add the landlords' half of the filing fee in estimating the total. That oversight is corrected herein.

Thus, I find that the landlords owe to the tenants an amount calculated as follows:

Security deposit	\$ 550.00
One half of filing fee	25.00
Sub total	\$1,125.00
Less one day rent for overholding as agreed	- 36.00
Less tenants' share of hydro as agreed	- 31.00
TOTAL	\$1,058.00

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for \$1,058.00, enforceable through the Provincial Court of British Columbia, for service on the landlords.

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: November 08, 2011.

Residential Tenancy Branch