



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This application was brought by the tenant on September 1, 2011 seeking a Monetary Order for return of his security deposit on the grounds that the landlord did not return it or make application to claim upon it with 15 days of the latter of the end of the tenancy or receipt of a forwarding address as required under section 38(1) of the Act.

Issue(s) to be Decided

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

Background and Evidence

This tenancy was set to begin on either August 15, 2011 or September 1, 2011 according to conflicting evidence given by the parties. The tenant paid a security deposit of \$250 on July 14, 2011 and the tenant had hoped to begin the tenancy on August 15, 2011. However, as had been advised possible by the landlord, the unit was not vacant until September 1, 2011. On so learning, the tenant advised the landlord in mid-August that he would not be taking the rental unit.

The landlord retained the security deposit leading to the present dispute. On taking into account that both parties were in breach, the tenant by not proceeding with the tenancy and the landlord by failing to return the deposit or file for dispute resolution to make claim upon it, the parties arrived at the following consent agreement:

Consent Agreement

1. The tenant agrees to waive the right to claim the deposit in double under section 38(6) of the *Act*;
2. The landlord agrees to return the \$250 deposit;
3. The parties acknowledge that this agreement constitutes full and final settlement of the proposed tenancy and neither will bring further claims with respect to it.

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for \$250.00, enforceable through the Provincial Court of British Columbia, for service on the landlord if necessary.

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 21, 2011.

Residential Tenancy Branch