



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNSD

Introduction

This application was brought by the tenant seeking return of this security deposit in double after the landlord did not return it with 15 days of the latter of the end of the tenancy or receiving the tenant's forwarding address.

Issue(s) to be Decided

This application requires a decision on whether the tenant is entitled to recover his security deposit in double.

Background and Evidence

This tenancy began September 1, 2004 and ended May 1, 2008. Rent was \$1,450 per month and the landlord holds a security deposit of \$700 paid on September 1, 2004.

The tenant gave uncontested evidence that he had provided the landlord with written notice of his forwarding address on or about May 10, 2008. He stated that, approximately 46 days later, he received a cheque for \$330.24 of the \$700, though he had agreed to no deductions. He did not cash the cheque and the landlord has since stopped payment.

While the landlord presented evidence of damages, he stated that he had not applied for dispute resolution to make claim on the deposit.

Analysis

Section 38(1) of the *Act* states that, within 15 days of the latter of the end of the tenancy or receiving the tenant's forwarding address, unless the tenant has agreed otherwise, the landlord must either return the security deposit or make application for dispute resolution to make claim on it.

Section 38(6) of the *Act* states that, if a landlord does not do so, he "must" pay the tenant double the amount of the security deposit.

Conclusion

While the landlord holds that the deductions from the security deposit were made for valid reason, the appropriate action would have been for him to make application for dispute resolution, to make claim. The landlord remains at liberty to make application for damages under section 67 of the *Act*.

However, at present, I find that the tenant is entitled to return of his security deposit in double with interest on the initial deposit as follows:

Security deposit	\$700.00
Interest (Sept. 1/04 to date)	21.71
To double security deposit	700.00
Filing fee	50.00
TOTAL	\$1,471.71

Thus, the tenant's copy of this decision is accompanied by a Monetary Order for \$1,471.71, enforceable through the Supreme Court of British Columbia, for service on the landlord.

September 18, 2008
