



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act* for monetary order for the return of all of the security deposit, for compensation for loss under the Act and to recover the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached. An interpreter assisted the tenant during the hearing.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on December 30, 2005 and the tenant paid a security deposit of \$375.00 on that day. A move in inspection was not conducted. The tenant moved out of the rental unit on February 12, 2008. On February 15, 2008, the tenant visited the landlord, who lives in the suite above the rental unit, and gave the landlord a forwarding address in writing. The landlord stated that on that day, the landlord offered the tenant an opportunity to inspect the suite, but the tenant declined. The tenant denies that the landlord made this offer. The landlord stated that the suite was not in a condition that it could be re rented and advised the tenant that the landlord would not be returning the security deposit to the tenant. The landlord has submitted into evidence photographs which depict the condition of the suite as the tenant left it.

Analysis

Section 38 (1) of the *Residential Tenancy Act* states that within 15 days after the later of the date the tenancy ends or the date that the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit to the tenant with interest or make an application to claim against the security deposit.

If the landlord fails to do so, the landlord may not make a claim against the security deposit and must pay the tenant double the base amount of the security deposit plus accrued interest.

I find that the tenancy ended on February 12, 2008, and that the tenant provided the landlord with a forwarding address in writing, on February 15, 2008. The landlord did not repay the security nor make an application for dispute resolution within 15 days of the date that the tenant provided the landlord with a forwarding address. Accordingly, pursuant to Section 38(6) of the *Residential Tenancy Act*, I find that the tenant is entitled to the return of double the security deposit, the accrued interest on the base amount and the filing fee in the amount of \$50.00.

The tenant has established a claim for the following:

1.	Security Deposit	\$375.00
2.	Accrued Interest	\$13.26
3.	Base amount of deposits	\$375.00
4.	Filing Fee	\$50.00
	Total	\$813.26

Conclusion

I hereby grant the tenant an order under section 67 of the *Residential Tenancy Act*, for the total of **\$813.26**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 13, 2009.

Dispute Resolution Officer