



Dispute Resolution Services

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

Decision

Dispute Codes: MNSD

Introduction

This hearing dealt with an application from the tenant for a monetary order for return of double the amount of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

Issue to be Decided

- Whether the tenant is entitled to a monetary order under the Act

Background and Evidence

There is no written residential tenancy agreement in evidence for this month-to-month tenancy which began on or around November 1, 1998 and ended on November 30, 2007. Rent in the amount of \$590.00 was payable in advance on the first day of each month, and a security deposit of \$245.00 was collected on or around November 1, 1998.

Even while the tenant informed the landlord of her forwarding address after the end of this tenancy, the tenant did not subsequently receive reimbursement of her security deposit. Accordingly, pursuant to the relevant legislative provisions the tenant seeks return of double the security deposit. The landlord's agent acknowledged there was an administrative oversight in the landlord's failure to return the tenant's security deposit. The landlord's agent agreed to await a decision in this matter showing the correct amount now owed, prior to making any payment directly to the tenant.

Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**.

In particular, section 38(1) provides:

38(1) Except as provided in subsection (3) or (4)(a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Further, section 38(6) of the Act states:

38(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

As the landlord did not repay the tenant's security deposit following the end of tenancy or after being informed by the tenant in writing of her forwarding address, or make a

claim against it, I find that the tenant has established a claim of \$518.20. This is comprised of double the security deposit in the total amount of \$490.00 (\$245.00 x 2), plus interest on the original amount of the security deposit of \$28.20.

Accordingly, I grant the tenant a monetary order under section 67 of the Act for \$518.20, and I order the landlord to FORTHWITH make this payment in full directly to the tenant at her current mailing address.

Conclusion

I hereby grant the tenant a monetary order under section 67 of the Act for **\$518.20**. Should the landlord fail to comply with the order to make payment FORTHWITH, as above, the monetary order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: April 24, 2009

Dispute Resolution Officer