

DECISION

Dispute Codes: MNSD, O, FF

This hearing dealt with an application by the tenant for a monetary order for the amount of the security deposit, applicable accrued interest, double the security deposit, and recovery of the filing fee for the cost of the application.

The tenancy began on March 1, 2008. The tenant paid a security deposit of \$600.00 on February 10, 2008. The tenancy ended on January 24, 2009. The tenant provided the landlord with her written forwarding address on February 28, 2009 by registered mail.

On March 17, 2009, the landlord returned a portion of the security deposit in the amount of \$351.50 to the tenant. The tenant said that she did not agree to two items of deduction pertaining to utility charges from her security deposit. The landlord referred to clause #4 of the addendum to the tenancy agreement which states that the "tenant will responsible for and will pay for all hydro and gas utility accounts within five(5) days of receipt of such invoice(s)" and she maintained this clause to be a written agreement from the tenant for her to retain an amount equal to all outstanding utility charges from the security deposit.

Section 38 of the *Residential Tenancy Act* states that a landlord may retain an amount from a security deposit if, at the end of tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant. In this case, the tenant gave no such written agreement at the end of tenancy.

Section 38 of the *Residential Tenancy Act* also requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit in full or make

an application for dispute resolution unless the tenant has provided written agreement for the landlord to retain an amount from the security deposit. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. I find that the tenancy ended on January 24, 2009, and that the tenant provided her forwarding address in writing on February 28, 2009. As stated above, I also find that the tenant has not provided a written agreement for the landlord to retain an amount from the security deposit. I further find that the landlord has failed to repay the security deposit in full or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

I find that the tenant has established a claim for the security deposit of \$600.00, accrued interest of \$8.02, and double the base amount of the security deposit in the amount of \$600.00, for a total of \$1208.02. The tenant is also entitled to recover the \$50.00 filing fee for this application. I order the tenant to retain the refunded amount of \$351.50 and I grant the tenant an order under section 67 for the balance due of \$906.52. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 25, 2009.