

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MNSD*

Introduction

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act* for a monetary order for the return of double her security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on July 01, 2008 and the tenant paid a security deposit of \$325.00 on that day. A move in inspection was not conducted. The tenant gave adequate notice to end the tenancy and moved out of the rental unit on November 28, 2008.

On November 30, 2008, the tenant returned to the rental unit to shampoo the carpets and clean up. The tenant testified that the landlord visited the rental unit after the clean up work was complete, and advised the tenant that she would be returning the security deposit by mail.

On or about December 05, 2008, the tenant provided the landlord with her forwarding address by leaving a voice mail message for the landlord. The tenant followed up with an email on December 10, 2008 and has filed a copy of this email along with a copy of a reply from the landlord's daughter, acknowledging receipt of the same.

The tenant testified that she sent the landlord another request for her security deposit on February 11, 2009 by registered mail. The tenant stated that on or about March 15, 2009, she a reply from the landlord, dated February 20, 2009.

In this letter, the landlord listed the costs she had incurred for cleaning the carpet, sofa and appliances and enclosed a cheque in the amount of \$41.00 which represented the balance of the security deposit after the cleaning costs were deducted.

The landlord testified that she visited the rental unit on November 30, 2009 after the tenant had shampooed the carpet, but was unable to conduct an inspection as the carpet was soaking wet and took three days to dry out. The landlord denied that she told the tenant to expect the return of the security deposit in the mail.

The landlord stated that she was on vacation from December 02, 2009 to the end of January 2009. Upon her return, she found the unit in need of cleaning and repairs. The landlord has filed photographs and receipts for the expenses incurred by her.

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 November 30, 2008, and that the tenant provided the landlord with a forwarding address in writing, on December 10, 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 plus the accrued interest on the base amount.

Accordingly, I find that the tenant has established a claim for the following:

1.	Security Deposit	\$325.00
2.	Accrued Interest	\$2.45
3.	Base amount of deposit	\$325.00
	Total	\$652.45

The tenant has already received \$41.00. Therefore the tenant is entitled to \$611.45

Conclusion

I hereby grant the tenant an order under section 67 of the *Residential Tenancy Act*, for the total of **\$611.45**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 08, 2009.

Dispute Resolution Officer