

# 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 for an order for the return of double the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue(s) to be Decided**

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

### **Background and Evidence**

The tenancy began on April 01, 2008 and ended on December 31, 2008. The monthly rent was \$1,200.00 which included utilities. Prior to moving in, the landlord collected a security deposit of \$600.00.

The tenant acknowledged that there was some damage to a wall that she was responsible for. The landlord requested the tenant to fix the damage or allow a deduction off the security deposit. The tenant did not fix the damage and did not agree to the amount that the landlord was going to deduct from the security deposit to fix the damage.

The tenant stated that her parents moved in on November 13, 2008 and lived with her for five weeks. Since the rent included the utilities, the tenant agreed to pay an additional amount towards the increased utility bills. However, the parties were not able to reach an agreement on the amount that the tenant was liable for.

The landlord stated that he retained the security deposit to cover the cost of repairs to the wall and the increased utilities.

The tenant stated that she provided her forwarding address to the landlord with a

request to return the full amount of the security deposit and did not hear back.

During the hearing the tenant agreed to a \$100.00 deduction off the security deposit towards the increased utility bill and to fix the damage to the wall. Accordingly, the balance of the security deposit owed to the tenant is \$500.00.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$500.00 and is obligated under section 38 to return this amount, together with the \$5.96 in interest which has accrued to the date of this judgment. The amount that is doubled is the base amount of the deposit which is \$500.00 (after the agreed upon deduction of \$100.00).

### **Conclusion**

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$1005.96**, which represents the accrued interest on the base amount of the security deposit plus double the balance of the security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 15, 2009.

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Dispute Resolution Officer