



Dispute Resolution Services

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

DECISION AND REASONS

Dispute codes: MNSD

The tenant made an application for an Order for payment of the security deposit and pet deposit paid on May 10, 2007. The hearing was conducted by conference call. The tenant and the landlord participated in the hearing.

The tenancy began on May 15, 2007. The tenant paid a security deposit of \$475.00 and a pet deposit of \$200.00 at the commencement of the tenancy. The tenant moved out of the rental unit On July 1, 2008. She delivered her forwarding address to the landlord by letter dated July 7, 2008. As of the date of the hearing the landlord has not returned the tenant's security deposit.

Under section 67, either party can make a claim against the other. The claim must be for a debt owing, or for damages which have been caused by a breach of the tenancy agreement or the *Residential Tenancy Act*.

Section 38 of the legislation provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an Order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Arbitration. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later.

I am satisfied that the tenant provided a forwarding address in writing, and that she served the landlord with documents notifying the landlord of this application as required by the legislation. The security deposit was not refunded within 15 days as required by the legislation and the doubling provision of section 38(6) therefore applies. I grant the tenants application and award her the sum of \$1,366.19. This includes interest on the original deposit amount. I grant the tenant a monetary order in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that Court. The landlord may have a monetary claim against the tenant. The landlord is at liberty to pursue such a claim by application to the Residential Tenancy Office.

Dated December 09, 2008.