

# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** *MNSD, MNDC*

### **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 October 01, 2008 and ended on April 30, 2009. The monthly rent was \$600.00. Prior to moving in, the landlord collected a security deposit of \$250.00.

The tenant stated that she provided her forwarding address to the landlord on April 30, 2009 with a request to return the full amount of the security deposit. The tenant stated that it was only after she made this request that the landlord reminded her that she still owed rent for the month of January 2009. The tenant agreed that she owed the landlord \$600.00.

By May 21, 2009, which was 21 days after providing the landlord with her forwarding address, the tenant had not received her security deposit and therefore she applied for the return of double the security deposit.

### **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 \$250.00 and is obligated under section 38 to return this amount, together with \$0.94 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 \$250.00. I find that the tenant has established a claim for a total of \$500.94.

### **Conclusion**

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$500.94**, which represents the accrued interest on the base amount of the security deposit plus double the base amount of the security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 02, 2009.

---

Dispute Resolution Officer