

DECISION

Dispute Codes: MNSD and FF

Introduction

This application was brought by the tenant on January 10, 2010 seeking a Monetary Order for return of her security deposit after the landlord did not return it or make application to claim upon it with 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address. The tenant also seeks to recover the filing fee for this proceeding from the landlord.

Despite having been served with the Notice of Hearing sent by registered mail on January 13, 2010 and received on January 16, 2010, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to a Monetary Order for return their security deposit and whether the amount should be doubled.

Background and Evidence

This tenancy began on October 1, 2002 and ended on November 30, 2009. Rent was \$800 per month, having been increased by \$100 per month in July 2009. The tenant paid a security deposit of \$325 on or about October 1, 2002.

During the hearing, the tenant gave evidence that she had provided the landlord with her forwarding address on October 26, 2009 in writing and that she had given proper notice to end the tenancy.

The tenant also submitted copies of paid invoices showing that she had the rental unit and the carpets professionally cleaned before moving out.

She stated that the landlord had cashed her post-dated cheque for the December rent causing her some distress, but that he had remedied that error.

The tenant further stated that the landlord had returned \$54.83 of the security deposit of which \$11.51 was interest and that he had retained \$281.68 of the principal amount of the deposit to pay for half of the replacement cost of 14-year-old vertical blinds. The landlord did not complete and sign a move-out condition inspection report as required under section 35 of the *Act*.

Analysis

Section 38(1) of the *Act* provides that, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, the landlord must return the security deposit to the tenant or make application for dispute resolution to claim upon it.

In this matter, I find as fact that the landlord did not make application to claim the deposit within 15 days of the end of the tenancy, that he had the tenant's forwarding address, and that only a portion of the deposit was returned.

Section 38(6) of the *Act* states that a landlord who does not comply with section 38(1), "must pay the tenant double the amount of the security deposit..."

Therefore, I find that the tenant is entitled to return of her security deposit in double less the amount returned.

As the application has succeeded on its merits, I find that the tenant should recover their filing fee for this proceeding from the landlord.

Thus, I find that the landlord owes to the tenant an amount calculated as follows:

To return the tenant's security deposit	\$ 325.00
Interest (October 1, 2002 to date)	11.51
To double security deposit as required by S. 38(6)	325.00
Filing fee	50.00
Sub total	\$711.51
Less amount of deposit and interest returned to tenant	- 54.83
TOTAL	\$656.58

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for \$656.58, enforceable through the Provincial Court of British Columbia, for service on the landlord.

June 17, 2010