Dispute Resolution Services

DECISION

<u>Dispute Codes</u>   MNSD, FF

<u>Introduction</u>

This hearing dealt with the tenant's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

<u>Issues(s) to be Decided</u>

The issues to be decided are whether the tenant is entitled to a monetary order for all or part of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act).*

<u>Background and Evidence</u>

The tenancy began on December 1, 2004 as a month to month tenancy with a current monthly rent of $630.00 due on the 1st of the month with a security deposit of $325.00 paid on December 1, 2004. The tenancy ended on February 1, 2010.

The tenant confirmed she provided the landlord with her forwarding address when she provided him notice that she was ending the tenancy. The landlord testified the tenant gave him notice on January 30, 2010 that she was moving out by February 1, 2010.

The landlord confirmed that he did not complete a move out inspection with the tenant. He stated that he found lots of damage to the rental unit a couple of days after she moved out. He testified that he kept the security deposit for compensation for this damage and the lost income due to the tenant's short notice that she was ending the tenancy.

<u>Analysis</u>

Section 38 of the *Act* states a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, return the tenant's security deposit and interest held less any mutually agreed upon deductions or file an Application for Dispute Resolution to claim against the security deposit.

I find the landlord failed to return the tenant's security deposit or file an Application for Dispute to claim against the security and in accordance with Section 38(6) I find the landlord must pay the tenant double the amount of the security deposit.

The landlord remains at liberty file an Application for Dispute Resolution for any damage to the rental unit or lost income resulting from the end of the tenancy.

<u>Conclusion</u>

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and I therefore grant a monetary order in the amount of **$711.51** comprised of $650 double the amount of the security deposit, $11.51 interest held and the $50.00 fee paid by the tenant for this application.

This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 21, 2010.

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Dispute Resolution Officer