

## **DECISION**

### **Dispute Codes:**

MNSD

### **Introduction**

This is the Tenant's application a monetary order for double the security deposit paid to the Landlord.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed testimony and the Hearing proceeded on its merits.

### **Issues to be Decided**

- Is the Tenant entitled to a monetary order for double the security deposit?

### **Background and Evidence**

The Tenant gave the following testimony:

- The Tenant paid the Landlord a security deposit in the amount of \$400.00 on July 1, 2009.
- The Tenant gave the Landlord her written forwarding address on March 5, 2010. The Tenant did not agree that the Landlord could retain any of the security deposit. The Tenant moved out of the rental unit on March 15, 2010.
- On April 3, 2010, the Tenant received a cheque in the amount of \$160.05 from the Landlord. The Landlord had deducted \$239.95 from the security deposit for gas and electricity charges. The Tenant has cashed the cheque.

The Landlord gave the following testimony:

- The Landlord deducted the Tenant's share of the utilities from the security deposit, as they were unpaid at the end of the tenancy.
- The Landlord did not dispute any of the testimony provided by the Tenant.

Analysis

A security deposit is held in trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

I accept the Tenant's testimony that she provided the Landlord with written notification of her forwarding address on March 5, 2010 and moved out of the rental unit on March 15, 2010.

Section 38(1) of the Act provides that (unless a landlord has the tenant's written consent to retain a portion of the security deposit) after receipt of a tenant's forwarding address in writing or the day the Tenant vacates the rental unit (whichever is the later date), a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

A copy of Section 38 of the Act accompanies this decision.

The Landlord did not return the security deposit in full within 15 days of the date the Tenant moved out of the rental unit, nor did the Landlord file for dispute resolution against the security deposit.

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

The Landlord testified that the Tenant left without paying her share of utilities. The Landlord has not filed an application for dispute resolution and is at liberty to do so, should she so desire.

The Tenant has established her claim. No interest has accrued on the security deposit. I hereby provide the Tenant with a Monetary Order, calculated as follows:

Double the security deposit	\$800.00
Less the amount returned to the Tenant	<u>-\$160.05</u>
TOTAL	\$639.95

### **Conclusion**

I hereby grant the Tenant a Monetary Order against the Landlord in the amount of \$639.95. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (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: August 18, 2010.

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Dispute Resolution Officer