



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** MNSD, FF

### **Introduction**

This is the Tenant's application for a return of the security deposit paid to the Landlord.

### **Issue(s) to be Decided**

Is the Tenant entitled to return of the security deposit?

### **Background and Evidence**

The Tenant paid a security deposit in the amount of \$390.00 on February 16, 2010. The tenancy was to begin on March 1, 2010. The Tenant did not move into the rental unit. The Tenant provided the Landlord with her forwarding address in writing on March 12, 2010, by handing it to him personally with a witness present. The Landlord did not return any of the Tenant's security deposit. The Tenant did not agree that the Landlord could keep any of the security deposit. The Landlord has not filed an application against the security deposit.

The Tenant testified that she did not move into the rental unit because it had bedbugs; the plumbing in the bathroom was broken and she would not be able to use her bathroom for two days; and the rental unit was filthy.

The Landlord's position is that the unit did not have bedbugs; the plumbing would be fixed by March 2, 2010; and the carpets were cleaned. The Landlord has not filed an application with respect to this tenancy.

### **Analysis**

This matter was convened to hear the Tenant's application for return of the security deposit. The Landlord has not filed an application and therefore, I will deal with the Tenant's application only.

Section 38(1) of the Act provides that (unless the Tenant agrees in writing that the Landlord may retain any or all of the security deposit or pet damage deposit) within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord **must** repay any security deposit or pet damage deposit to the tenant with interest, or make an application for dispute resolution claiming against the security deposit or pet damage 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, pet damage deposit, or both, as applicable.

The Tenant's forwarding address was provided in writing to the Landlord on March 12, 2010. The Tenant ended the tenancy on the date that it was to begin. The Landlord did not file an application against the security deposit, or return the full amount of the security deposit within 15 days of the date the Tenant provided her forwarding address in writing.

Pursuant to the provisions of Section 38(6) of the Act, the Tenant is entitled to double the security deposit. No interest has accrued on the security deposit.

I hereby provide the Tenant with a monetary order in the amount of \$780.00 against the Landlord.

### **Conclusion**

I grant the Tenant a monetary order for \$780.00 against the Landlord. 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: September 03, 2010.

---