

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the Tenant for return of double the security deposit and recovery of the filing fee. The Application for Dispute Resolution and Notice of Hearing were sent by registered mail on September 14, 2010 and refused by the Landlord. The Tenant appeared by conference call and gave undisputed affirmed testimony.

Issues(s) to be Decided

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

Background and Evidence

This Tenancy began on May 1, 2010 and ended on July 31, 2010. The Tenant paid a security deposit of \$325.00 on April 19, 2010. The Tenant provided the Landlord with her forwarding address in writing on July 8, 2010.

Analysis

Section 38(1) of the Act, provides that 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 either repay the security deposit to the Tenant or file an application for dispute resolution claiming against the deposit. In the present case, the Landlord has done neither.

Section 38(6) provides that if a Landlord does not comply with section 38(1), the Landlord may not make a claim against the deposit and must pay the Tenant double the amount of the security deposit.

Conclusion

Based on the above, I find that the Tenant is entitled to an order that the Landlord pay to her double the security deposit. I therefore order that the Landlord pay the Tenant the sum of \$650.00 representing double the security deposit. I further order that the Landlord bear the \$50.00 cost of this application. This order may be filed in the Small Claims Court 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: November 16, 2010.

Dispute Resolution Officer