

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.

Both parties attended by conference call and gave affirmed testimony.

Issues(s) to be Decided

Is the Tenant entitled to double the security deposit?

Background and Evidence

This Tenancy began on May 1, 1996 and ended on June 30, 2009. A security deposit of \$645.00 was paid at the beginning of the Tenancy. The Tenant provided her forwarding address in writing at the end of tenancy and followed up with an email to confirm this. The Landlord states that he had received the forwarding address at the end of tenancy.

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.

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 to the tenant the sum of \$1,389.73 representing double the deposit plus interest on the original amount. I further order that the Landlord bear the \$50.00 cost of this application. This order may be filed in Small Claims Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,439.73.

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 05, 2010.

Dispute Resolution Officer