



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

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

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

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount 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)*.

Background and Evidence

The parties agree the tenancy began on March 1, 2009 as a month to month tenancy for a monthly rent of \$850.00 due on the 31st of the month with a security deposit paid on February 28, 2009. They also agree the tenancy ended on March 15, 2010 and that the tenant provided the landlord with her forwarding address on March 29, 2010.

The parties also agree that there was damage to the rental unit floor and the tenant accepts responsibility for the damage but the tenant believes she had tried to work out an amount for the landlord to retain from the security deposit but never did feel the landlord provided a reasonable amount.

The landlord contends that the costs to repair will be greater than the amount of the security deposit and she therefore kept the security deposit. The landlord acknowledges that she did not receive confirmation in writing that the tenant agreed to this amount.

Analysis

Section 38(1) of the *Act* states a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address in writing, either return the security

deposit in full or less any amount mutually agreed upon in writing or file an Application for Dispute Resolution to make claim against the security deposit.

Section 38(6) states that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the amount of the security deposit.

By the landlord's testimony I accept that she received the tenants forwarding address on March 29, 2010; that she did not have confirmation in writing that the tenant agreed to any deductions; and that she did not file an Application for Dispute Resolution to claim against the security deposit.

As a result, I find the landlord has failed to comply with Section 38(1) of the *Act*.

Conclusion

For the reasons above, I find that the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$900.00** comprised of double the amount of the security deposit 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: December 07, 2010.

Dispute Resolution Officer