



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for the return of double the amount of the security deposit and the recovery of the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. Part of their evidence confirmed reciprocal service of the notices and of the material intended to be produced in these proceedings as required by statute.

### Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for the return of her security deposit?

### Background and Evidence

The rental unit consists of a one bedroom suite in a multi-unit complex located in Vancouver. The month to month based tenancy started on May 1<sup>st</sup> 2005, and ended on April 30<sup>th</sup>, 2010 at a rate of \$912.00 payable on the first of each month. The tenant paid a security deposit in the amount of \$412.50.

The tenant testified that she gave the landlord written notice to end the tenancy, and that her forwarding address was provided by way of a letter sent to the landlord's company dated August 11<sup>th</sup>, 2010. The landlord acknowledged receipt of that letter on August 16<sup>th</sup>, 2010.

## Analysis

Section 38(1) of the *Residential Tenancy Act* states:

- “Except as provided in subsection 3 or 4(a), within 15 days after the later of
  - (a) The date the tenancy ends, AND
  - (b) The date the landlord receives the tenant’s forwarding address in writing,the landlord must do one of the following:
  - (c) Repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
  - (d) Make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The landlord testified that he did not return the tenant’s security deposit. Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit. Accordingly, the tenant in this matter is entitled to double the amount of her \$412.50 security deposit.

At the hearing, an opportunity for an informal resolution to this matter was provided however the parties could not reach an agreement. Section 60(1) of the Act provides also for the landlord to make his own application for dispute resolution over matters related to the tenancy within two years after the tenancy ends. The landlord can submit his evidence at that time.



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## Conclusion

Pursuant to Section 67 of the Act, I grant the tenant a monetary order for the sum of \$825.00 (2 x \$412.50). Since she was successful, I also award the tenant recovery of the \$50.00 filing fee for a claim totalling \$875.00.

This Order may be registered 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: January 06, 2011.

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Residential Tenancy Branch