

DECISION

Dispute Codes MNSD, O

Introduction

This is an application by the Tenant for a monetary order for the return of double the security deposit.

Both parties attended the hearing by conference call and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

The Tenant states that the tenancy began on December 5, 2005 as shown on the submitted signed tenancy agreement. The monthly rent was \$700.00 payable on the 1st of each month. The Tenant paid a security deposit of \$350.00 at the beginning of the tenancy. This is confirmed by the Landlord.

The Tenancy ended on October 1, 2010 and the Tenant gave the forwarding address in writing to the Landlord on September 28, 2010. This is confirmed by the Landlord. The Landlord sent a cheque for \$200.00 on October 28, 2010 as partial payment in dispute over the condition of the rental unit at the end of tenancy. The Tenant has yet to cash the cheque. The Landlord has not filed for an application for dispute resolution regarding the damage or security deposit within 15 days of receiving the later of the two (the end of tenancy date or the forwarding address in writing).

Analysis

As both parties attended the hearing by conference call and the Landlord confirms receiving the notice and evidence, I am satisfied that all parties were properly served.

Return of security deposit and pet damage deposit

38 (1) 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.

I am satisfied that the Landlord has failed to return the security deposit within 15 days of the later of the two. As such, the Tenant is entitled to the return of double the security deposit.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

As the Landlord has already returned \$200.00 of the security deposit, I order that the Tenant receive double the remaining \$150.00 held back by the Landlord plus \$5.13 in accrued interest totalling \$305.13. I grant an order under section 67 for the balance of \$305.13. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of the Court.

Conclusion

The Tenant is granted a monetary order for \$305.13.

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: February 24, 2011.

Residential Tenancy Branch