



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for return of the security deposit as provided by the Act.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Is the tenant entitled to return of the deposit paid?

Background and Evidence

The parties agreed to the following facts:

- The tenancy commenced August 1, 2006;
- A \$450.00 security deposit and \$450.00 pet deposit was paid on June 29, 2006;
- The tenant vacated the rental unit on September 18, 2010;
- On September 22, 2010, the tenant signed a condition inspection report, agreeing to a deduction in the sum of \$72.80 from her security deposit paid;
- That on September 22, 2010, the landlord's agent was given the tenant's written forwarding address; and
- On October 20, 2010, the landlord issued the tenant a cheque in the sum of \$856.38, including interest, which was cashed by the tenant.

The landlord confirmed that they did not submit a claim against the deposit within 15 days of September 22, 2010, and that they delayed returning the deposit in order to establish if any hydro utilities were owed by the tenant.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The tenant agreed to a deduction from the deposits, which was made. However, the landlord failed to return the balance of the deposits within 15 days of September 22, 2010; the date the landlord was given the tenant's forwarding address in writing.

Therefore, I find that the tenant is entitled to return of double the balance of the deposits remaining after the agreed-upon deductions for carpet cleaning, in the sum of \$827.20. Therefore, pursuant to section 38(6) of the Act, I find the tenant is entitled to return of \$1,654.40; less \$856.38 that has been previously returned to the tenant.

Conclusion

I find that the tenant has established a monetary claim, in the amount of \$798.02, which is comprised of the balance owed of double the deposits paid.

Based on these determinations I grant the tenant a monetary Order for \$798.02. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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: March 23, 2011.

Residential Tenancy Branch