



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for return of double the security deposit. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began January 10, 2010 with monthly rent of \$425.00; the tenant paid a security deposit of \$212.50.

The tenant testified that on October 27, 2010 he provided the landlord with his forward address in writing for return of the security deposit. The tenant is requesting return of double the security deposit in this application.

The landlord's agent testified that the tenant vacated without giving 1 full month's notice in writing and that the tenant paid only 1/2 of the rent due for October, 2010. The landlord's agent stated that the landlord had discussed keeping the security deposit for the balance of the October with the tenant but that there was no agreement in writing regarding this agreement.

Law

Residential Tenancy Act **Section 38 Return of security deposit and pet damage deposit** speaks to:

- (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.

Analysis

Based on the documentary evidence and undisputed testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they are entitled to return of double the security deposit. The landlord did not make application to keep the security deposit for unpaid rent or return the security deposit within 15 days as required by Section 38 of the *Act*.

I find that the tenant has established a claim for \$425.00 in return of the security deposit.

Conclusion

I find that the tenant has established a monetary claim for **\$425.00**. The tenant is also entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$425.00** has been issued to the tenant and a copy of it must be served on the landlord. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 21, 2011.

Residential Tenancy Branch