



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD; MNDC; FF

Introduction

This is the Tenant's application for a monetary order for double the security deposit paid to the Landlord and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

Issues to be Decided

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38 of the Act?

Background and Evidence

This tenancy began on March 1, 2010 and ended on July 31, 2010. Monthly rent was \$600.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$300.00 at the beginning of the tenancy. There was no Condition Inspection Report completed that complies with the requirements of Section 20 of the regulations, at the beginning or the end of the tenancy.

The Tenant testified that he gave the Landlord written notification of his forwarding address at the beginning of August, 2010, by leaving it in the Landlord's mail box. The Landlord testified that she didn't have the Tenant's forwarding address in writing until she was served with the Tenant's Application for Dispute Resolution in February, 2011.

The Tenant testified that he did not agree that the Landlord could keep any of the security deposit and that none of the security deposit has been returned to him.

The Landlord testified that the Tenant moved out of the rental unit without providing proper notice and did not pay rent for the month of July, 2010. The Landlord has not filed an application for dispute resolution with respect to the security deposit or the unpaid rent.

Analysis

I have considered all testimony and documentary evidence that met the requirements of the rules of procedure. However, I have referred only to the evidence that was relevant to the Tenant's application in this Decision.

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent in writing to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

I find that the Landlord received the Tenant's forwarding address in writing in February, 2011. The Landlord did not return the security deposit within 15 days of receipt of the Tenant's forwarding address, nor did the Landlord file for dispute resolution against the security deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, the Tenant is entitled to a monetary order for double the security deposit, in the amount of \$600.00. No interest has accrued on the security deposit.

The Landlord has not filed an application for unpaid rent and is at liberty to do so.

The Tenant has been successful in his application and is entitled to recover the cost of the \$50.00 filing fee from the Landlord.

Conclusion

I hereby provide the Tenant a Monetary Order in the amount of **\$650.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (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: June 10, 2011.

Residential Tenancy Branch