



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the tenant to recover double his security deposit from the landlord.

Both parties appeared, gave sworn testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly sworn evidence presented at the hearing I have determined:

Issue(s) to be Decided

- Is the tenant entitled to recover double his security deposit?

Background and Evidence

Both parties agree that this month to month tenancy started in March 2006 and ended on March 30, 2011. The tenant paid a monthly rent of \$375.00 which was due on the 1st day of each month. The tenant paid a security deposit of \$175.00 on March 01, 2006. No move in or move out condition inspections were carried out at the start or end of the tenancy. The tenant gave the landlord his forwarding address in writing on May 06, 2011.

The tenant testifies the landlord did not return his security deposit to him within 15 days of receiving his forwarding address. The tenant states he therefore seeks to recover double his deposit as entitled to him under the *Residential Tenancy Act (Act)*.

The landlords' agent testifies the tenant rented a room in a house and bedbugs were brought into the house. He states the landlord could not afford to pay for all this treatment for the bedbugs so the tenants living there all agreed to pay half of the bedbug treatment costs. The landlord has provided documentary evidence to show the tenants have agreed to deductions from their security deposits to the sum of \$140.00 each for their share of the treatments. This document has been signed by this tenant.

The tenant agrees he did sign this document allowing the landlord to deduct \$140.00 from his security deposit.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. S 38 (4)(a) of the Act states:

4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant.

The tenants security deposit totals \$175.00 the accrued interest on his deposit totals \$6.04. The tenant agreed the landlord could retain \$140.00 from his security deposit and the landlord has not filed a claim to keep the balance of the security deposit and accrued interest of \$41.04 pursuant to section 38 (1)(d) of the Act. Consequently the tenant is entitled to have the outstanding balance of his security deposit plus accrued interest returned to him. As the landlord failed to return this portion of the security

deposit the landlord must pay the tenant double the original amount of the unreturned portion of the deposit pursuant to s. 38(6)(b) of the *Act* to the sum of **\$76.04**.

Conclusion

I HEREBY FIND in partial favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$76.04**. The order must be served on the respondent and is enforceable through the Provincial Court 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: September 27, 2011.

Residential Tenancy Branch