



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of double the security deposit and recovery of the filing fee. 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 April 1, 2010 with monthly rent of \$1650.00 and the tenant paid a security deposit of \$825.00.

The tenant testified that on June 30, 2011, the day of the move out inspection, the tenant provided the landlord with their forwarding address in writing. The tenant stated that the landlord however only returned \$450.00 of the \$825.00 security deposit.

The landlord testified that when the tenant vacated they found damage throughout the rental unit and the carpets had not properly been cleaned even though the tenant told the landlord they would be professionally cleaned. The landlord stated that they had returned \$450.00 of the deposit as they felt this was a fair amount given the condition of the rental unit. The landlord stated that they had not been aware of the requirements for returning a security deposit, especially if there was damage to the rental unit and that an application had to be filed with this office to claim against the security deposit.

The tenant in this application has applied for return of double the security deposit as the landlord has not complied with section 38 of the Act.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of double the security deposit.

Section 38(1) of the *Residential Tenancy Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

The landlord has returned \$450.00 of the \$825.00 security deposit resulting in a balance of \$1200.00 owed to the tenant. Accordingly I find that the tenant is entitled to a monetary order for \$1200.00.

As the tenant has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the tenant has established a monetary claim for **\$1200.00**. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant a monetary order under section 67 of the *Act* for **\$1250.00**.

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: October 26, 2011.

Residential Tenancy Branch