



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with an application by the tenant for a double recovery of the security deposit. The tenant and the landlord attended the teleconference hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on June 1, 2010, with monthly rent in the amount of \$875. The tenant paid a security deposit of \$435 on June 3, 2010. The parties agreed that the tenant paid \$737.50 of her rent for June 2011, leaving a balance of \$137.50 in unpaid rent. The tenancy ended on June 30, 2011.

The tenant agreed that the landlord could retain \$137.50 of the security deposit as compensation for unpaid rent, leaving \$297.50 of the security deposit. The tenant stated that she gave the landlord her written forwarding address in the landlord's mailbox on June 30, 2011. The tenant has claimed double the remaining amount of the security deposit.

The landlord stated that they did not receive the tenant's written forwarding address in their mailbox. However, they did receive the tenant's application for dispute resolution, which includes the tenant's forwarding address and the tenant's application for recovery of her security deposit. The landlord has not returned the security deposit or applied for dispute resolution to keep the security deposit.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the security deposit, less any amount the tenant has agreed that the landlord may keep.

In this case, the tenancy ended on June 30, 2011. I find that at the latest, the landlord received the tenant's forwarding address in writing when they received the tenant's application for dispute resolution in July 2011. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

After deducting \$137.50 from the security deposit, in accordance with the tenant's agreement that the landlord may retain that amount in compensation for unpaid rent, I find that the tenant has established a claim for double the remaining amount of the security deposit, for a total of \$595.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$595. This order may be filed in the 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: October 31, 2011.

Residential Tenancy Branch