

DECISION

Dispute Codes: MNSD

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue to be Decided

Did the tenant provide the landlord with her forwarding address in writing? Did the landlord return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on February 01, 2011 and ended on May 26, 2011. The monthly rent was \$550.00. At the start of the tenancy, the tenant paid a security deposit of \$250.00. The tenant stated that on or about May 20, 2011, she taped her forwarding address to the landlord's front door. The landlord acknowledged receiving the address but stated that it was hand written and not entirely legible. The landlord stated that about one week after the tenant moved out, he mailed a cheque in the amount of her security deposit, to her forwarding address. The tenant denied having received a cheque.

The landlord did not have any evidence to support his testimony of having mailed the tenant a cheque for the return of the security deposit.

Analysis

Section 38(1) of the 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 forwarding address is received in writing.

In this case, the tenant gave the landlord her forwarding address on or about May 20, 2011. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit. Accordingly, the landlord must return \$500.00 to the tenant.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$500.00**, which represents double the security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$500.00**.

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: November 15, 2011.

Residential Tenancy Branch