

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 attended the hearing by conference call and gave testimony.

Issues(s) to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

Both parties have confirmed that this tenancy began on June 1, 2011 and ended on July 31, 2011. The tenant paid a security deposit of \$300.00 at the start of the tenancy. The tenant provided the landlord with his forwarding address in writing on September 27, 2011.

Analysis

Section 38(1) of the Act provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the entire security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord has done neither.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord may not make a claim against the deposit and must pay the tenant double the amount of the security deposit.

Conclusion

Based on the above, I find that the tenant is entitled to an order that the landlord pay to him double the security deposit. I therefore order that the landlord pay to the tenant the sum of \$600.00 representing double the deposit. I further order that the landlord bear the \$50.00 cost of this application. The tenant is granted a monetary order for \$650.00. This order may be filed in 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: December 13, 2011.

Residential Tenancy Branch