



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order for the return of the security deposit.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 1, 1990 and ended on October 1, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$500.00. A move-in and move-out inspection was not offered by the Landlord or completed by the Landlord and Tenants. The Tenant provided the forwarding address in writing on September 19, 2011. On October 24, 2011, the amount of \$158.40 from the security deposit was returned to the Tenant. The Landlord retained the remainder of the security deposit for damages to the unit however the Landlord did so without filing an application for dispute resolution to make a claim against the security deposit. The Tenant stated at the hearing that return of double the security deposit was not being waived.

Analysis

Section 38 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$1,000.00** less the amount of **\$158.40** already returned, leaving an remaining amount of **\$841.60** to be paid to the Tenant. Subject to the limitation periods contained in the Act, the Landlord is at liberty to make an application for damages to the unit caused by the Tenant.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$841.60**. If necessary, 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 Act.

Dated: January 18, 2012.

Residential Tenancy Branch