



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD, FF

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for return of the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing; the tenant entered the hearing 9 minutes after it began. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid?

### Background and Evidence

The fixed-term tenancy commenced on February 1, 2011, a deposit in the sum of \$425.00 was paid. The tenant vacated the unit on October 28, 2011 and by November 6, 2011; the landlord had received the tenant's forwarding address, sent to the landlord via email.

On November 6, 2011, the landlord sent the tenant a letter to the forwarding address indicating the deposit would not be return, as the result of damage to the unit.

During the hearing the tenant provided his current service address and confirmed that the name used in his application is in fact his legal name.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The landlord has not submitted an application claiming against the deposit and did not return the deposit within 15 days of November 6, 2011; a date when she clearly had the address. I find that no later than November 6, 2011, the landlord was in receipt of the email which contained the written forwarding address, as the landlord wrote the tenant a letter sent to that address on November 6, 2011.

Therefore, I find that the tenant is entitled to return of double the \$425.00 deposit paid to the landlord.

### Conclusion

I find that the tenant has established a monetary claim, in the amount of \$850.00, which is comprised of double the \$425.00 deposit.

Based on these determinations I grant the tenant a monetary Order for \$850.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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: February 29, 2012.

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Residential Tenancy Branch