



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant for return of double the security deposit.

Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

This tenancy began July 21, 2003 and ended November 30, 2011 and the tenant paid a security deposit of \$407.50.

The tenant testified that on February 6, 2012 he sent the landlord his forwarding address in writing by registered mail RW 621 852 380 CA. The Canada Post web site shows that the landlord signed for the registered mail on February 8, 2012. The landlord then returned the tenant's \$407.50 security deposit and \$14.44 in interest to the tenant on March 1, 2012.

The tenant stated that as the landlord did not return the security deposit to the tenant within 15 days as outlined by the *Act* that the tenant is now entitled to return of double the security deposit.

The landlord testified that the tenant had caused extensive damage in the rental unit and they did not have the tenant's forwarding address until recently. The landlord stated that the property owner had also been out of the country and could not write the cheque to the tenant right away. The landlord understands that this is the tenant's application and they must file their own claim for damages.

The tenant stated that he would return the \$446.94 cheque that the landlord had written, back to the landlord.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of double the security deposit.

Section 38(1) of the *Residential Tenancy 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 landlord received the tenant's forwarding address in writing; the landlord in this case had done neither.

Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit. Accordingly I find that the tenant is entitled to a monetary order for \$829.44.

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### Conclusion

I find that the tenant has established a monetary claim for **\$829.44** in return of double the security deposit and I grant the tenant a monetary order under section 67 of the *Act* for this amount.

If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 19, 2012

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Residential Tenancy Branch