



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Tenant for the return of double a security deposit.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by posting it on the Landlords’ door on November 22, 2011. Based on the evidence of the Tenant and the Landlords saying they received the hearing package on or about January 22, 2012, I find that the Landlords were served with the Tenant’s hearing package the hearing preceded with both the Landlords and the Tenant in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security deposit?

Background and Evidence

This tenancy started on November 1, 2008 as a month to month tenancy. The tenancy ended October 31, 2011. Rent was \$650.00 per month payable in advance of the 27th day of each month. The Tenant paid a security deposit of \$300.00 on October 30, 2008.

The Tenant said that she moved out of the rental unit on October 31, 2011 and gave the Landlord a forwarding address in writing on October 28, 2011. The Tenant said there was no move in or move out condition inspection reports completed. The Tenant continued to say that she cleaned the unit before leaving and he asked the Landlord for her deposit back. The Tenant said the Landlords said there were damages to the floor and to the unit so the Landlords said they would not give her the security deposit back.

The Landlords said they submitted photographs of the damage in the unit to show why they had not returned the security deposit. The Landlord said he did receive a forwarding address in writing from the Tenant about the time the tenancy ended and again with the Tenant’s application for dispute resolution, dated January 17, 2012. The Landlords said they did not return the deposit or make an application with the *Residential Tenancy Branch* to retain the security deposit for damages to the rental unit.

The Tenant said she cleaned the unit before she left and she believes that the damages the Landlords are claiming were there at the start of the tenancy.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I find from that the Tenant did give the Landlord a forwarding address in writing on October 28, 2012. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution. Consequently I find for the Tenant and grant an order for double the security deposit of \$300.00 X 2 = \$600.00 plus accrued interest of \$1.29 from October 30, 2008 to February 7, 2012 in the total amount of \$601.29.



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Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 of the Act, I grant a Monetary Order for \$601.29 to the Tenant. The order must be served on the Respondents and is enforceable through the Provincial Court of British Columbia (small claims court) 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*.

Dispute Resolution Officer