



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue to be Decided

Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on July 01, 2011. Prior to moving in the tenant paid a security deposit of \$425.00. On December 30, 2011, the tenant gave notice to end the tenancy effective January 31, 2012. The written notice also contained the tenant's forwarding address.

After the tenant moved out, she contacted the landlord for the return of the security deposit. On February 16, 2012, the tenant made this application for the return of double the security deposit. Upon receiving the notice of hearing package from the tenant, the landlord returned a portion of the security deposit.

During the hearing, the landlord stated that there was some damage to the rental unit and therefore she withheld a portion of the security deposit and returned the balance on February 24, 2012.

Analysis

Section 38(1) of the 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 forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address on December 30, 2011 and the tenancy ended on January 31, 2012. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the tenant moving out of the rental unit.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$425.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. Since the tenant has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

Overall the tenant has established a claim of \$900.00. The landlord has returned \$225.00 to the tenant and therefore I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$675.00, which represents the balance of double the base security deposit plus the filing fee minus the amount already paid to the tenant. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$675.00**.

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: April 20, 2012.

Residential Tenancy Branch