



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

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

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 23, 2012. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlords and the Tenant in attendance.

Issues(s) to be Decided

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

Background and Evidence

This tenancy started on October 29, 2011 as a month to month tenancy. The tenancy ended January 29, 2012. Rent was \$750.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$375.00 on October 29, 2012.

The Tenant said that she moved out of the rental unit on January 29, 2012 as a result of a discussion with the Landlord on January 22, 2012, in which the Tenant said the Landlord said she was evicted and had to move out of the rental unit. The Tenant said the Landlord said she could move out in two weeks at the same rent or in a month, but she would have to pay an additional \$250.00 in rent. The Tenant said she moved out on January 29, 2012 and she cleaned the unit and left it in better condition than when she moved into the unit. The Tenant said there were no move in or move out condition inspection reports completed and she gave the Landlord a forwarding address in writing on February 10, 2012.

The Landlords said they submitted as evidence a list of reasons why they did not return the Tenant’s security deposit, but they said the main reason was that they believed the Tenant had to give them 30 days notice to move out and the Tenant did not do that; therefore they kept the security deposit for partial payment of rent for February, 2012.

Residential Tenancy Branch
Office of Housing and Construction Standards

The Landlords continued to say the rental unit was left in good condition, but they feel there is unpaid rent so they did not return the deposit or make an application with the *Residential Tenancy Branch* to retain the security deposit.

The Tenant said she cleaned the unit before leaving and she believes that the Landlords and her had an agreement to end the tenancy; therefore the Tenant said there is no unpaid rent.

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 Landlords a forwarding address in writing on February 10, 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 \$375.00 in the amount of $\$375.00 \times 2 = \750.00 .

As the Tenant was successful in this matter I further order the Tenant to recover the filing fee of \$50.00 for this proceeding from the Landlord. Pursuant to section 67 a monetary order for \$800.00 will be issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$750.00 and the filing fee of \$50.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 of the Act, I grant a Monetary Order for \$800.00 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