



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O

Introduction

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

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

The tenant testified that on November 5, 2011 she gave the landlord written notice that she would be vacating the rental unit November 30, 2011. The tenant stated that she provided the landlord with her forwarding address in writing in early December 2011 however the landlord has not yet returned the security deposit to the tenant.

The landlord confirmed that she received the tenant's forwarding address sometime in early December 2011. The landlord testified that she had advised the tenant that due to the improper notice if the rental unit was not rented for December 2011 the landlord would keep the tenant's security deposit to cover the loss of rental income.

The tenant stated that she had also asked for \$10.00 compensation for her cell phone bill and \$25.00 to change her cell phone number as the landlord has been harassing the tenant by calling her constantly.

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 \$650.00.

In regards to the tenant's claim for \$10.00 for her cell phone bill and \$25.00 to change her cell phone number, these portions of the tenant's application are dismissed.

Conclusion

I find that the tenant has established a monetary claim for **\$650.00** in return of 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: May 8, 2012

Residential Tenancy Branch