



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for the double return of the security deposit / and recovery of the filing fee. Both parties participated and/or were represented in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began approximately two years ago. Monthly rent was \$675.00 and a security deposit of \$340.00 was collected. A move-in condition inspection report was not completed.

The tenant testified that in February 2012 she gave both written and verbal notice of her intent to vacate the unit effective March 31, 2012. While it appears that the parties undertook a walk-through of the unit at the end of tenancy, no move-out condition inspection report was completed.

On April 4, 2012 the tenant gave the landlord her forwarding address in writing. However, the tenant understood from the landlord's husband that there were some concerns with the condition of the unit, and that the security deposit would therefore not be returned. Subsequently, the tenant filed her application for dispute resolution on April 23, 2012. The tenant testified that shortly thereafter the landlord attended her place of work with the apparent intention of returning the tenant's security deposit. However, the tenant declined to take any payment from the landlord, preferring instead to have the matter resolved through a hearing.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and testimony, I find that the tenant provided the landlord with her forwarding address in writing on April 4, 2012. I find that the landlord had 15 days after that date to either return the security deposit or file an application for dispute resolution. I find that day #15 was April 19, 2012, and that by that time the landlord neither returned the tenant's security deposit nor filed an application for dispute resolution. Accordingly, pursuant to section 38(6) of the Act I find that the tenant has established entitlement to the double return of her security deposit in the total amount of \$680.00 (2 x \$340.00).

As the tenant has succeeded with her application, I find that she has also established entitlement to recovery of the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$730.00** (\$680.00 + \$50.00). Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court 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 22, 2012.

Residential Tenancy Branch