



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of double the security deposit. The Application for Dispute Resolution has been amended to reflect the legal name of the Landlord, as was provided at the hearing.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Landlord submitted documents to the Residential Tenancy Branch. The Agent for the Landlord stated that copies of these documents were sent to the Tenant, by regular mail, on June 13, 2012. The Tenant denied receiving this evidence and it was not accepted as evidence for these proceedings, although the Landlord was given the opportunity to testify regarding any relevant evidence in this evidence package.

The Tenant submitted no evidence for these proceedings.

### Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of double the security deposit paid in relation to this tenancy.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on May 01, 2009; that it ended on February 29, 2012 or March 01, 2012; that the Tenant paid a security deposit of \$450.00 on April 22, 2009; that the Tenant provided the Landlord with a forwarding address, in writing, on February 29, 2012 or March 01, 2012; that the Landlord did not return any portion of the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

The Landlord and the Tenant agree that a condition inspection report was completed at the start of the tenancy but not at the end of the tenancy. The Agent for the Landlord stated that the Landlord sent a letter to the rental unit on February 23, 2012, in which

she scheduled an inspection for March 01, 2012. The Tenant stated that she was no longer residing at the rental unit at this time, although she still had the keys to the unit, and she did not receive this letter. The Landlord stated that she did not offer an alternate time/date for the final inspection.

The Tenant stated that she gave the Landlord written authorization to retain a portion of her security deposit to pay for a stained carpet and a broken blind, but she did not specify an amount that could be retained. The Landlord stated that she did not receive written authorization to retain any portion of the security deposit.

The Landlord and the Tenant were both advised that they could not introduce evidence of damage to the rental unit, as the condition of the rental unit was not relevant to my decision in this matter, given that the Landlord has not filed a claim for compensation for damages.

### Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the Tenant paid a security deposit of \$450.00 that the Landlord did not return any portion of the security deposit; that the tenancy ended on February 29, 2012 or March 01, 2012; that the Landlord received the Tenant's forwarding address in writing on February 29, 2012 or March 01, 2012; that the Landlord did not have written authorization to retain a specific amount of the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the deposit.

Section 38(1) of the *Act* stipulates that within 15 days after 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 and/or pet damage deposit or make an application for dispute resolution claiming against the deposits. In the circumstances before me, I find that the Landlord failed to comply with section 38(1), as the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit that was paid.

### Conclusion

I find that the Tenant has established a monetary claim of \$900.00, which is comprised of double the security deposit. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: July 19, 2012.

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Residential Tenancy Branch