



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for return of double the security deposit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid?

Background and Evidence

The tenancy commenced on December 1, 2011; and ended as the result of a 2 Month Notice to End Tenancy for Landlord's Use. Condition inspection reports were not completed.

The tenant paid a deposit in the sum of \$387.50.

The Notice to end tenancy was effective June 1, 2012; the tenant gave written notice on April 19, 2012, that she would vacate at the end of May.

The landlord confirmed receipt of the tenant's written forwarding address some time prior to May 10, 2012, when the landlord issued the tenant a cheque in the sum of \$275.75.

The landlord made deductions from the deposit and agreed that the tenant did not provide written permission at the end of the tenancy allowing deductions to be made.

A copy of the tenancy agreement, a 2 Month Notice to End Tenancy for Unpaid Rent, the envelope in which the cheque was mailed to the tenant and a breakdown of the deductions the landlord made from the deposit, were supplied as evidence.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

Condition inspection reports were not completed and the tenant did not agree, in writing at the end of the tenancy, to any deductions from her deposit.

Therefore, I find that the tenant is entitled to return of double the \$387.50 deposit paid to the landlord.

The tenant is holding a cheque in the sum of \$275.75, which she is entitled to cash.

Conclusion

I find that the tenant has established a monetary claim, in the amount of \$775.00, which is comprised of double the \$387.50 deposit.

Based on these determinations I grant the tenant a monetary Order for \$775.00, which shall be adjusted by the sum of \$275.00 if the May 10, 2012 cheque is cashed. If the tenant enforces the monetary Order she must declare that the cheque was cashed and reduce the amount of the order, or she must surrender the cheque to the Court.

In the event that the landlord does not comply with this Order, it may be served on the landlord, 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 25, 2012.

Residential Tenancy Branch