

DECISION

Dispute Codes MNSD

Introduction

This is an application filed by the Tenant for a monetary order for the return of double the security deposit.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing and evidence submitted, I am satisfied that both parties have been properly served.

At the beginning of the hearing it was clarified with both parties that the Tenant was now only seeking \$325.00 in compensation as the amended application dated June 19, 2012 shows that the Landlord has returned the \$325.00 security deposit.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background, Evidence and Analysis

Both parties agreed that they entered into a mutual end to the Tenancy on May 31, 2012 and that there was a \$325.00 security deposit. Both parties also agreed that the Landlord was given the forwarding address in writing on May 24, 2012. The Landlord states that she sent a cheque dated June 14, 2012 for \$325.00 to the Tenant on the same date by regular mail. The Tenant confirms receiving the cheque for \$325.00 in the mail on June 18, 2012.

Section 38 of the Residential Tenancy Act states,

Return of security deposit and pet damage deposit

38 (1) 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.

(6) 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 based upon the undisputed testimony of both parties that the Tenant has established a claim for the \$325.00. The Tenant is granted a monetary order for \$325.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$325.00.

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: August 17, 2012.

Residential Tenancy Branch