



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant for a Monetary Order for the return of double her security deposit.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Should the Tenant be granted a Monetary Order?

Background and Evidence

The parties agreed they entered into a written month to month tenancy agreement that began on November 1, 2011 and ended at the end of May 2012 after the Tenant provided proper notice to end the tenancy. Rent was payable on the first of each month in the amount of \$1,300.00 and on October 25, 2011 the Tenant paid \$650.00 as the security deposit. No move in or move out condition inspection reports were completed.

The Landlord's son confirmed receipt of the Tenants forwarding address, in writing, near the end of April 2012. The Landlord affirmed that the only document he had the Tenant sign was the tenancy agreement. He confirmed that he does not have the Tenant's written permission to keep the security deposit, he has not made application for dispute

resolution to keep the deposit, and he does not possess an order authorizing him to keep the deposit.

Analysis

The evidence supports that the Tenant provided the Landlords with her forwarding address at the end of April 2012 and the tenancy ended May 31, 2012.

Section 38(1) of the *Act* stipulates that if within 15 days after the later of: 1) the date the tenancy ends, and 2) the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit, to the tenant with interest or make application for dispute resolution claiming against the security deposit.

In this case the Landlord was required to return the Tenant's security deposit in full or file for dispute resolution no later than June 15, 2012. The Landlord did neither.

Based on the above, I find that the Landlord has failed to comply with Section 38(1) of the *Act* and that the Landlord is now subject to Section 38(6) of the *Act* which states that if a landlord fails to comply with section 38(1) the landlord may not make a claim against the security and pet deposit and the landlord must pay the tenant double the security deposit.

Based on the foregoing I find that the Tenant has met the burden of proof to establish her claim and I award her double her security deposit (2 x \$650.00) plus interest of \$0.00 for a total amount of **\$1,300.00**.

Conclusion

The Tenant has been issued a Monetary Order in the amount of **\$1,300.00**. This Order is legally binding and must be served upon the Landlord.

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 24, 2012.

Residential Tenancy Branch