



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for the return of double the security deposit and to recover the filing fee paid for this application.

The tenant served the landlord by registered mail on June 19, 2012 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing. The parties agreed that they had received documentary evidence from the other party

Both parties appeared, gave sworn testimony, were provided the opportunity to present their evidence orally, and in written form, documentary form, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Is the tenant entitled to receive double the security deposit?

### Background and Evidence

The tenant testifies that this month to month tenancy started on September 01, 2009 with the previous landlord and owner of the property. Rent for this unit was \$950.00 per month and was due on the fifth day of each month. The tenant paid a security deposit of \$475.00 on August 15, 2009. The tenant moved from the rental unit on May 31, 2012.

The tenant testifies that he gave the landlords his forwarding address in writing on May 31, 2012. The tenant testifies that he did not authorise the landlord to make any deductions from this security deposits but at the hearing the tenant agrees the landlords may deduct \$100.00 from the deposit for some additional cleaning.

The tenant seeks to recover double the security deposit as it was not returned to the tenant within 15 days of the landlords receiving the tenants forwarding address. The tenant also seeks to recover the filing fee of \$50.00 paid for this application.

The landlords testify that they were not aware that they had to either return the deposits or file an application to keep them in accordance to the *Residential Tenancy Act*. The landlords have provided documentary evidence concerning repairs and cleaning required to the unit.

### Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing dated May 31, 2012. As a result, the landlord had until June 15, 2012 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlords did not return the security deposit and have not filed an application for Dispute Resolution to keep the deposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit.

However, as the tenant has agreed at the hearing that the landlords may keep \$100.00 of the security deposit for some additional cleaning this amount has been deducted from the security deposit and the remaining amount has been doubled. The tenant is therefore entitled to recover the sum of **\$750.00** pursuant to section 38(6)(b) of the *Act*.

I also find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act*. The tenant is entitled to a Monetary Order for **\$800.00**.

### Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$800.00**. The order must be served on the respondents and is enforceable through the Provincial Court 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: August 30, 2012.

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Residential Tenancy Branch