



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for return of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to either or both of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on or about November 5, 2011. Monthly rent was \$875.00, and a security deposit of \$437.50 was collected. The parties agree that a move-in condition inspection report was completed.

Tenancy ended on or about June 30 / July 1, 2012. The parties agree that a move-out condition inspection report was completed. There is no evidence that that the tenant provided the landlord with written consent to retain all or part of his security deposit.

A week or so after the end of tenancy, the tenant provided the landlord with his forwarding address. Thereafter, the landlord undertook to withhold a portion of the security deposit and sent a cheque to the tenant for the remaining balance. Subsequently, the landlord put a stop payment on the cheque. The landlord has not filed an application for dispute resolution, seeking to retain all or part of the security deposit.

During the hearing the landlord proposed to resolve the dispute by offering to reimburse the tenant in the full amount of his original security deposit in addition to the filing fee. However, the tenant declined and seeks his full entitlement to compensation pursuant to the applicable legislation.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of 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 or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and testimony, I find that as the landlord did not either repay the security deposit, or file an application for dispute resolution within 15 days of being informed by the tenant of his forwarding address (most recently by way of the tenant's application for dispute resolution), the tenant has established entitlement to the double return of his security deposit in the amount of \$875.00 (2 x \$437.50), in addition to recovery of the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$925.00** (\$875.00 + \$50.00). Should it be necessary, this order may be served on the landlord, filed in the 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: October 01, 2012.

Residential Tenancy Branch