



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, MNSD, FF

### Introduction

This was an application by the tenant for a monetary order for the return of his security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant and the landlord participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit including double the amount?

### Background and Evidence

The rental unit is a suite in a house in Vancouver. The tenancy began on September 1, 2011 for an eleven month fixed term. Monthly rent was \$3,500.00 payable on the first day of each month. The tenant paid a security deposit of \$3,500.00 on June 3, 2011.

The tenancy ended by mutual agreement on June 1, 2012. The tenant provided the landlord with his forwarding address on July 7, 2012.

The landlord did not return the tenant's security deposit. The landlord has claimed that the tenant caused a flood that has damaged the rental property, however, he did not provide evidence of damage and he did not make an application for dispute resolution to claim the security deposit within 15 days of the date that he received the tenant's forwarding address. As of the date of this hearing the landlord has not made an application to claim the deposit or to claim compensation for damage to the rental unit. He has refused to return the deposit. I note that the deposit held by the landlord exceeds the amount permitted under the *Residential Tenancy Act*.

### Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord

must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with his forwarding address in writing, and based upon the acknowledgement of the landlord at the hearing I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenant's security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award him the sum of \$7,000.00. The tenant is entitled to recover the \$100.00 filing fee for this application for a total claim of \$7,100.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered 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: November 08, 2012.

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Residential Tenancy Branch