



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD and FF

Introduction

This hearing was convened on the tenant's application of September 12, 2012 for a monetary award for returned of a portion of her security deposit retained by the landlord without consent of the tenant or dispute resolution.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for return of the retained portion of her security deposit and should the amount be doubled?

Background and Evidence

This tenancy ran from March 1, 2012 to August 31, 2012. Rent was \$1,225 per month and the landlord held a security deposit of \$600. The parties concur that the tenant had given proper notice, the move-out condition inspection report was completed as required and the tenant provided the landlord with her forwarding address.

The parties further concurred that the landlord had returned \$272.59 of the security deposit by cheque sent on September 11, 2012.

However, the tenant contested costs claimed in the landlord's "Move Out Reconciliation Report" and had not given her consent for the charge against the deposit. The landlord's representatives concur that they had not made application for dispute resolution to claim against it and understand that they remain at liberty to make application for damage costs but not against the deposit.

Analysis

Section 38(1) of the *Act* allows a landlord 15 days from the latter of the end of the tenancy or receipt of the tenant's forwarding address to return security and pet damage deposits or file for dispute resolution to make claim against them unless the tenant has agreed otherwise in writing as per section 38(4).

Section 38(6) of the *Act* states that, if a landlord does not comply with section 38(1) of the *Act*, the landlord must pay the tenant double the amount of the deposits. In the present matter, I find that the landlord has not complied with section 38(1) and must return the retained portion of the deposit in double.

Having found merit in the application, I further find that the tenant is entitled to recover the filing fee for this proceeding from the landlord.

Thus, I find that the landlord owes to the tenant an amount calculated as follows:

Security deposit (No interest due)	\$ 600.00	
Remainder due to tenant	\$327.41	\$327.41
To double remainder due to tenant per s. 38(6)		327.41
Filing fee		50.00
TOTAL		\$704.82

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for **\$704.82**, enforceable through the Provincial Court of British Columbia, for service on 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: December 13, 2012.

Residential Tenancy Branch