



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This matter dealt with an application by the Tenant for the return of double her security deposit.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on October 24, 2012. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absences.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security deposit?

### Background and Evidence

This tenancy started on December 1, 2011 as a month to month tenancy. The tenancy ended January 31, 2012. Rent was \$580.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$290.00 on December 1, 2011.

The Tenant said that she moved out of the rental unit on January 31, 2012 and gave the Landlord a forwarding address in writing on February 9, 2012. The Tenant said she was no move in or move out condition inspections were done. The Tenant's evidence said that she cleaned the unit before leaving and she asked the Landlord for her security deposit back.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on February 9, 2012. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by February 24, 2012. Consequently I find for the Tenant and grant an order for double the security deposit of \$290.00 in the amount of  $\$290.00 \times 2 = \$580.00$ .

As the Tenant was successful in this matter; pursuant to section 67 a monetary order for \$580.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$580.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for \$580.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims 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: January 21, 2013

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Residential Tenancy Branch

