



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended and / or were represented at the hearing and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from January 15, 2011 to January 14, 2012. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$1,600.00 was due and payable in advance on the first day of each month, and a security deposit of \$800.00 was collected. There is no move-in condition inspection report in evidence.

By way of a "Mutual Agreement to End a Tenancy" form (# RTB – 8), dated July 23, 2012, tenancy ended effective August 31, 2012. There is no move-out condition inspection report in evidence.

Subsequently, by e-mail dated November 6, 2012, the tenant provided the landlord with her forwarding address for purposes of the return of her security deposit. However, to date the security deposit has not been returned.

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 the affirmed testimony of the parties, I find that the landlord has neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after being informed by the tenant of her forwarding address. Accordingly, I find that the tenant has established entitlement to compensation reflecting the double return of the security deposit of **\$1,600.00** (2 x \$800.00) in addition to 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 total amount of **\$1,650.00** (\$1,600.00 + \$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: February 04, 2013

Residential Tenancy Branch

