



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**DISPUTE CODES** MNSD, FF

### **INTRODUCTION**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for orders as follows:

1. Monetary order for return of pet damage or security deposit pursuant to Section 38; and
2. Recovery of the filing fee paid for this application pursuant to Section 67.

I accept that the landlord was properly deemed served with the Application for Dispute Resolution hearing package by way of registered mail.

Both parties attended the hearing and gave evidence under oath.

### **BACKGROUND AND EVIDENCE**

The tenant testified that she vacated the premises on September 14, 2012. The tenant testified that she provided her forwarding address to the landlord on October 1, 2012 but to date her deposit has not been returned to him.

The landlord acknowledges receiving the tenant's forwarding address and agrees he has not returned the deposit because he says the tenant left damages behind although he has not made application seeking to retain the deposit.

### **FINDINGS**

Section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address writing, to either return the deposit or file an Application for Dispute Resolution seeking an Order allowing the landlord to retain the deposit if the landlord believes there is cause.

If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the

deposit (section 38(6)). If the tenant does not supply his forwarding address in writing within a year, the landlord may retain the deposit.

I find that the landlord has not returned the security deposit within 15 days of receipt of the tenant's forwarding address. The tenant is therefore entitled to a monetary order in amounting to double the deposit with interest calculated on the original amount only.

Having been successful in this application, I find further that the tenant is entitled recover the \$50.00 filing fee paid for this application.

Total monetary award payable by the landlord to the tenant:

|  |                  |
|--|------------------|
| Security Deposit paid on August 14, 2008   | \$825.00         |
| Double Security Deposit  | 825.00           |
| Interest on original amount paid from date security deposit paid to date of this order | 4.73             |
| Filing Fees  | 50.00            |
| <b>TOTAL MONETARY AWARD</b>  | <b>\$1704.73</b> |

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. This is a final and binding Order as any Order of the Provincial Court of British Columbia.

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 26, 2013

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Residential Tenancy Branch

