



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application filed by the Tenant for a monetary order for the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for the return of double the security deposit?

Background, Evidence and Analysis

Both parties agreed that the security deposit currently held by the Landlord was \$975.00. Both parties further agreed that the Tenancy ended on December 27, 2012 and that the Landlord received the Tenant's forwarding address in writing on December 27, 2012.

The Landlord's Counsel also states that no permission to retain the security deposit was received from the Tenant and that the Landlord has not filed for dispute resolution to keep the security deposit.

Section 38 (1) and (6) of the Residential Tenancy Act states,

38 (1) 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.

(6) 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 find based upon the direct testimony of both parties that the Landlord has failed to return the \$975.00 security deposit within 15 days of the end of the tenancy and/or the date the Tenant's forwarding address was received on December 27, 2012. The Landlord's Counsel has admitted that the Tenant did not have permission or did not make an application to dispute the return of the security deposit. The Tenant has established a monetary claim for the return of double the security deposit of \$1,950.00. The Tenant is also entitled to the recovery of the \$50.00 filing fee. The Tenant is granted a monetary order for \$2,000.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$2,000.00.

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: March 22, 2013

Residential Tenancy Branch

