



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wild Geese Property Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for double the security deposit and to recover the filing fee from the landlords for the cost of this application.

The tenant and landlords agent attended the conference call hearing, gave sworn testimony. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing.

### Issue(s) to be Decided

Is the tenant entitled to double the security deposit?

### Background and Evidence

The parties agree that this tenancy started on January 01, 2011. Rent for this unit was \$1,900.00 per month and was due on the first day of each month. The tenant paid a security deposit of \$950.00 on December 19, 2010. The tenancy ended on February 01, 2013 and the tenant testifies that he gave the landlords property manager his forwarding address in writing and sent an email containing his forwarding address to the landlords office. The landlord's agent confirms receipt of the tenants e-mail containing the tenants forwarding address.

The tenant testifies that the landlord has not returned the tenants security deposit within the allowable 15 days and the tenant therefore seeks to recover double the security deposit to the sum of \$1,900.00. The tenant agrees that the landlord may deduct the sum of \$50.00 for the cleaning of the fridge and stove and may deduct a further \$200.00 to cover the tenant's share of any final utility bills.

The landlord's agent testifies that they were not aware at the time the tenancy ended of the 15 day rule to either return the security deposit or file an application to keep it. The landlord's agent testifies that there was some cleaning required in the unit and the final utility bills were higher then \$200.00 so the landlord retained the tenants security deposit.

### Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on January 31, 2013. As a result, the landlord had until February 14, 2013 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the security deposit and have not filed an application for Dispute Resolution to keep the deposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit pursuant to section 38(6)(b) of the *Act*.

As the tenant has agreed at the hearing that the landlord may keep \$50.00 for some cleaning and \$200.00 towards a final utility bill I will deduct these amounts from the tenants monetary award.

The tenant is also entitled to recover the \$50.00 filing fee from the landlord pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the tenants for the following amount:

Double the security deposit	\$1,900.00
Less amount tenant agrees the landlord may deduct	(-\$250.00)
Filing fee	\$50.00
Total amount due to the tenant	\$1,700.00

### Conclusion

I HEREBY FIND in favor of the tenants' monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$1,700.00**. The order must be served on the respondent and is enforceable through the Provincial 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: May 24, 2013

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Residential Tenancy Branch

