



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy started on April 01, 2012 for a fixed term of one year. The tenancy agreement listed three tenants for a total rent of \$1,350.00 payable on the first of each month. Prior to moving in the tenants paid a total of \$945.00 as a security deposit.

The landlord agreed that she had received a security deposit of \$945.00 but stated that at the time of the hearing, she had in her possession a security deposit of \$700.00. The landlord stated that one of the tenants moved out without paying his share of rent and therefore the landlord retained \$245.00 of the security deposit towards rent.

On December 20, 2012, the tenant gave the landlord written notice to end the tenancy effective February 01, 2013, for various reasons related to the living conditions. The tenant moved out on the effective date and provided the landlord with a forwarding address on February 02, 2013.

The landlord stated that she did not return the security deposit as the tenant had broken the fixed term lease and had also caused damage to the rental unit. The tenant denied having caused damage to the rental unit.

In regards to the landlord's claims relating to loss that they may have suffered, I am not able to neither hear nor consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenants' application. I informed the landlord that she is at liberty to make a separate application for dispute resolution to pursue her claim.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address on February 02, 2013. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$945.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$1,890.00, which represents double the base security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for the amount of **\$1,890.00**.

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: May 22, 2013

Residential Tenancy Branch