



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of double her security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

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

Background and Evidence

The tenancy began on or about November 1, 2011 and ended on February 28, 2013. Rent in the amount of \$1100.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$550.00 and a pet deposit of \$550.00. Both parties agree that a move in nor move out condition inspection report was conducted in writing.

The tenant gave the following testimony:

The tenant stated that she gave her forwarding address in writing within a week of moving out of the suite by hand delivering it to the landlords' girlfriend. The tenant stated that she has received the pet deposit.

The landlord gave the following testimony:

The landlord stated that a walk through inspection was done, “but not on paper”. The landlord stated that the carpet was stained and that it had to be replaced. The landlord feels that the tenant should not be entitled to any of the deposit.

Analysis

The landlord did not submit any documentation to be considered for this hearing. The landlord acknowledged that he did not return the security deposit or file for dispute resolution. Section 38 of the Act addresses this issue as follows:

Section 38 (1) says that 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.

And Section 38 (6) says 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.

As the landlord did not return the deposit or file for dispute resolution, the tenant is entitled to the return of double the deposit.

I grant the tenant an order under section 67 in the amount of \$1100.00.

Conclusion

The tenant is granted a monetary order for \$1100.00

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: June 11, 2013

Residential Tenancy Branch

