



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 for double recovery of the security deposit. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that he had received the tenant's evidence. Neither party submitted any documentary evidence, but both gave testimony in the hearing. I have reviewed all testimonial evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

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

Background and Evidence

Tenant's Evidence

The tenant stated that he paid the landlord a security deposit of \$325 and was supposed to move in to the rental unit, but the unit was not ready to be lived in. The tenant first stated that the tenancy was to begin on February 1, 2013, but then he later stated that he was mistaken and it was supposed to begin by around February 17, 2013. The tenant stated that he took no steps to move in to the rental unit, and he gave the landlord his forwarding address in writing on that date.

Landlord's Response

The landlord stated that the tenant was supposed to move in on February 15, 2013, and he began doing so, but on February 17, 2013 the tenant told the landlord he was not

going to rent the unit because the heating costs were too high. The landlord stated that the unit was rentable. The landlord acknowledged receiving the tenant's \$325 security deposit; as well, he acknowledged that he did not return the deposit or make an application to keep the deposit.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

In this case, the tenant appeared to have briefly taken possession of the unit or at least inspected the unit and informed the landlord that he was not moving in, and I find that the tenancy therefore ended, at the latest, by February 17, 2013. The tenant stated that he provided his forwarding address in writing on that date. The landlord also received the tenant's forwarding address in writing when he was served with the tenant's application for recovery of the security deposit, in late March 2013. The landlord has failed to repay the security deposit or make an application for dispute resolution to keep the deposit. I therefore find that the tenant has established a claim for double recovery of the security deposit.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$650. This order may be filed in the Small Claims Court and enforced 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: June 14, 2013

Residential Tenancy Branch