



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Avalon Inn
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant, her two agents and the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began on August 30, 2012 as a month to month tenancy for a monthly rent of \$550.00 due on the 30th of each month with a security deposit of \$200.00 paid.

The tenant submits the landlord was provided with the tenant's forwarding address by handwritten letter dated January 28, 2013. The landlord did not dispute receiving this letter.

The landlord confirmed that he has withheld the security deposit because the tenant removed a number of household items that were included in the rental. The tenant submits that she did take some of the items but that she has returned all of the items that she is aware of that she had taken in error. The landlord confirmed that he has also not filed an Application for Dispute Resolution seeking to claim against the security deposit for the missing items.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit

or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

As the tenant provided the landlord with her forwarding address on January 28, 2013 the landlord had until February 12, 2013 to either return the deposit or file an Application for Dispute Resolution to claim against the deposit. As the landlord has not filed an Application or returned the deposit, I find the landlord has failed to comply with Section 38(1) and must now pay the tenant double the amount of the deposit in accordance with Section 38(6).

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$400.00** comprised of double the amount of the security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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 06, 2013

Residential Tenancy Branch