



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 the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by an agent for the tenant 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 landlord provided a copy of a tenancy agreement signed by the parties on January 4, 2013 for a month to month tenancy beginning on December 31, 2012 for a monthly rent of \$650.00 due on the 31st of each month with a security deposit of \$325.00 paid.

The parties agree the tenancy ended when the tenant vacated the rental unit in March 2013. The tenant's agent testified the tenant provided his forwarding address to the landlord in a letter dated March 21, 2013 which was submitted into evidence.

The landlord acknowledged that she had received the letter from the tenant on or about March 29, 2013. The landlord testified that she did not file an Application for Dispute Resolution with the Residential Tenancy Branch to claim against the deposit but rather she retained the deposit because the tenant failed to pay full rent for the month of March 2013.

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.

Based on the landlord's testimony that she received the tenant's forwarding address by March 29, 2013 I find the landlord had until March 13, 2013 to either return the deposit in full or file an Application for Dispute Resolution to claim against the deposit. As the landlord failed to do either she has failed to comply with Section 38(1) and the tenant is entitled to double the amount of the security deposit pursuant to 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 **\$650.00** 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: July 22, 2013

Residential Tenancy Branch