



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application filed by the Tenant for a monetary order for the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Landlord has confirmed in his direct testimony that he received the notice of hearing package and the Tenant's documentary evidence. The Landlord states that he did not submit any documentary evidence to the Branch of the Tenant because he was having difficulties with Canada Post.

The Landlord's Agent, N.K. attended as agent for his wife, A.K. who called into the hearing to explain that she was at work and that N.K. would speak on her behalf. The Landlord, A.K. then left the conference call hearing.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties agreed that the Tenancy began on March 15, 2010 and ended on May 14, 2013 when the Tenant returned the keys to the unit and provided their forwarding address in writing to the Landlord. The Tenant has provided a copy of the May 14, 2013 letter which is signed by the Landlord. Both parties also agreed that the Landlord has not returned the \$675.00 security deposit that was paid by the Tenant.

Both parties agreed that there is no signed tenancy agreement, but that the rental was for a 3 bedroom upstairs unit for \$1,350.00 per month payable on the 1st of each month and that a \$675.00 security deposit was paid as per an email that was sent from the Landlord to the Tenant. The Tenant has submitted a copy of this email dated February 16, 2010. The Landlord has confirmed this in his direct testimony.

Analysis

Section 38 of the Residential Tenancy Act states,

38 (1) 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.

(6) **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.

It is clear based upon the undisputed testimony of both parties that the Landlord failed to return the \$675.00 security deposit within the allowed timeframe or apply for dispute resolution. The Tenants have established a claim for a monetary claim of \$1,350.00 (\$675.00 X 2). The Tenants are also entitled to recovery of the \$50.00 filing fee. The Tenants are granted a monetary order for \$1,400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant's are granted a monetary order for \$1,400.00.

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: September 05, 2013

Residential Tenancy Branch

