



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Realty Executives Vantage  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant for double recovery of the balance of the security deposit. Both the tenant and the landlord's agent participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. The landlord did not submit documentary evidence, but the agent gave testimony in the hearing. I have reviewed all testimony and other 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 balance of the security deposit?

### Background and Evidence

The tenancy began on April 1, 2011. At the outset of the tenancy the tenant paid a security deposit of \$300. The tenancy ended on April 30, 2013. The tenant provided the landlord with her written forwarding address on that date. The landlord returned \$270 of the deposit by May 15, 2013, but withheld \$30. The tenant did not give the landlord written authorization to keep any portion of the deposit, and the landlord did not make an application to keep any portion of 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 double recovery of any amount of the security deposit that the landlord was not authorized to withhold.

In this case, the landlord returned \$270 of the security deposit within the required timeframe, but they withheld \$30 of the security deposit without authorization. I therefore find that the tenant has established a claim for double the withheld portion of the security deposit, in the amount of \$60.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$60. 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: September 20, 2013

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Residential Tenancy Branch

