



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on July 12, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absences.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security deposit?

Background and Evidence

This tenancy started on November 1, 2012 as a month to month tenancy. The tenancy ended May 24, 2013. Rent was \$700.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$350.00 in the first week of November, 2012. .

The Tenant said that he moved out of the rental unit on May 24, 2013 and gave the Landlord a forwarding address in writing in the first week of June, 2013. The Tenant thought it was June 7, 2013, but he could not remember exactly. The Tenant said no move in or move out condition inspections were completed and the Landlord who was a tenant in the unit as well did not give the Tenant a copy of the sublet tenancy agreement. The Tenant continued to say that he cleaned the unit before leaving and he asked the Landlord for his security deposit back a number of times. The Tenant continued to say that the Landlord did offer him a cheque in the amount of \$98.00 as full settlement of his security deposit, but he refused the cheque.

The Tenant said in closing he would like double his security deposit in the amount of 2X \$350.00 = \$700.00 as indicated in the Act and he is requesting to recover the filing fee of \$50.00. The Tenant said his total claim is \$750.00.

Analysis

Section 38 (1) says that 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.

And Section 38 (6) says 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.**

I accept the Tenant's testimony that he gave the Landlord a forwarding address in writing on June 7, 2013 or in the first week of June, 2013. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by June 22, 2013. Consequently I find for the Tenant and grant an order for double the security deposit of \$350.00 in the amount of \$350.00 X 2 = \$700.00.

As the Tenant has been successful in this matter, he is also entitled to recover from the Landlord the \$50.00 filing fee for this proceeding. The Tenant will receive a monetary order for the balance owing as following:

| | | |
|--|-----------|-----------|
| Double the security deposit (\$350.00 X 2) | \$ 700.00 | |
| Recover filing fee | \$ 50.00 | |
| Subtotal: | | \$ 750.00 |

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38, 67 and 72 of the Act, I grant a Monetary Order for \$750.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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: October 07, 2013

Residential Tenancy Branch

