



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order as follows:

1. An Order for return of the security deposit - Section 38.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The following are agreed facts: The tenancy began on June 6, 2010 and ended on June 30, 2013. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$275.00. The Landlord received the Tenant’s forwarding address in writing on July 3, 2013 when the Tenant returned the keys to the unit.

The Landlord states that the security deposit was not returned to the Tenant as the Landlord believes, as far as she can remember, that the Tenant did not pay all the rent for the first month of the tenancy. The Landlord states that no application was made to claim against the security deposit. The Tenant states that all rents were paid in full during the tenancy. The Tenant claims return of double the security deposit.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the security deposit in the amount of **\$550.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$550.00**. If necessary, 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 Act.

Dated: November 06, 2013

Residential Tenancy Branch

