



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of his security deposit, doubled, and a monetary order for money owed or compensation for damage or loss.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-I have changed the spelling of the female landlord's surname other than as listed by the tenant to reflect the submission of the landlords that the name as it appears here is the correct spelling.

Issue(s) to be Decided

Is the tenant entitled to a monetary order, which includes his security deposit?

Background and Evidence

The parties agree that this tenancy began on November 1, 2009, ended on June 30, 2013, monthly rent at the end of the tenancy was \$950, and a security deposit of \$500 was paid by the tenant at the beginning of the tenancy.

The tenant gave evidence that the landlord was provided the tenant's written forwarding address on the last day of the tenancy, June 30, 2013, on a piece of paper.

The tenant stated that the landlord has returned \$50 of his security deposit and is seeking monetary compensation of \$950, which is his security deposit of \$500, doubled, less \$50.

The landlord acknowledged receiving the tenant's written forwarding address on or about June 30, 2013, and that he has not filed an application for dispute resolution claiming against the security deposit. The landlord submitted that they are entitled to keep the tenant's security deposit due to alleged damage by the tenant.

Further, the landlord acknowledged that they have not returned the tenant's security deposit, with the exception of \$50.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 38(1) of the Act, at the end of a tenancy, unless the tenant's right to a return of their security deposit has been extinguished, a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit, pursuant to section 38(6) of the Act. I do not find that the tenant has extinguished his rights to the return of his security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended and that the landlord received the tenant's written forwarding address on June 30, 2013, the landlord has not applied for dispute resolution claiming against the security deposit, and has not returned a portion of the tenant's security deposit.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double his security deposit.

I therefore find that the tenant is entitled to a monetary award of \$950, comprised of his security deposit of \$500, doubled to \$1000, less \$50 previously paid to the tenant, and is therefore entitled to a monetary order in that amount.

Conclusion

The tenant's application is granted.

I therefore grant the tenant a final, legally binding monetary order in the amount of \$950, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The landlord is advised that costs of such enforcement are subject to recovery from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: November 06, 2013

Residential Tenancy Branch

