



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for return of double the security deposit. Both parties attended the hearing and had an opportunity to be heard.

### Issues(s) to be Decided

Is the tenant entitled to a monetary order?

### Background and Evidence

This tenancy began in October of 2012 and ended in December 2012. The tenant paid a security deposit of \$575 at the start of the tenancy. The tenant provided the landlord with her forwarding address in writing in February of 2013. The landlord has not returned any of the tenant's deposit. The tenant did not consent in writing to the landlord keeping all or any part of the security deposit. The landlord has not filed an application for dispute resolution claiming against the deposit.

The landlord explained that she did not return the deposit because there was damage to the unit and she was new to being a landlord and did not realize that she had to file an application against the tenant.

### Analysis

Section 38(1) 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 either repay the entire security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord did neither.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord may not make a claim against the deposit and must pay the tenant double the amount of the security deposit.

Accordingly, in the present case the landlord must pay to the tenant \$1150 which is double the amount of the security deposit

Conclusion

Based on the above, I order that the landlord pay to the tenant the sum of \$1150. This order may be filed in 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: December 16, 2013

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Residential Tenancy Branch

