



Dispute Resolution Services

Page: 1

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 double the security deposit and to recover the filing fee for this proceeding.

The Tenant said her agent served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on August 25, 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 July 1, 2011 as a month to month tenancy. The tenancy ended July 31, 2013. Rent was \$1,300.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$650.00 on June 15, 2011.

The Tenant said that she moved out of the rental unit on July 31, 2013 and gave the Landlord a forwarding address in writing on August 8, 2013. The Tenant said move in and move out condition inspection reports were done, but the Landlord did not give her a copy. The Tenant continued to say that she had the rental unit professionally cleaned and she did some painting so the unit was immaculate when she moved out. The Tenant said she asked the Landlord for her security deposit back and he said he was not going to return it.

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 she gave the Landlord a forwarding address in writing on August 8, 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 August 23, 2013. Consequently I find for the Tenant and grant an order for double the security deposit of \$650.00 in the amount of $\$650.00 \times 2 = \$1,300.00$.

Further as the Tenant was successful in this matter I order the Tenant to recover the filing fee of \$50.00 from the Landlord; pursuant to sections 38, 67, and 72 a monetary order for \$1,350.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$1,300.00 and the filing fee in the amount of \$50.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for \$1,350.00 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: December 02, 2013

Residential Tenancy Branch