



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 seeking the return of her security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenancy began on March 1, 2013 and ended on September 29, 2013. The tenants were obligated to pay \$1450.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$725.00 security deposit.

The tenant gave the following testimony:

The tenant stated that on September 29, 2013 she provided her forwarding address in writing along with the keys and fob to the unit. The tenant stated that the landlord has cut off all communication with her.

The landlord gave the following testimony:

The landlord stated that she withheld the security deposit for several reasons. The landlord stated that the tenant had breached the terms and conditions of their tenancy as well as leaving the unit in poor condition.

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.**

The landlord confirmed receipt of the tenants forwarding address in writing. The landlord did not file an application for dispute resolution nor did she return the security deposit within fifteen days of receiving it. The tenant is entitled to the return of double the deposit as outlined above.

The tenant is entitled to $\$725.00 \times 2 = \1450.00 . The tenant is also entitled to the recovery of the \$50.00 filing fee.

The tenant has established a claim for \$1500.00. I grant the tenant an order under section 67 for the balance due of \$1500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The tenant is entitled to a monetary order of \$1500.00.

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: January 21, 2014

Residential Tenancy Branch

