



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was convened in response to an application by the tenant for a monetary order for the return of the security deposit under Section 38 of the Residential Tenancy Act (the Act). The application is also for recovery of the filing fee for this application.

Both, the tenant and the landlord were represented at today's hearing

Issue(s) to be Decided

Is the tenant entitled to double the security deposit amount claimed?

Background and Evidence

The undisputed facts before me are as follows. The tenancy began on June 01, 2013 as a fixed term tenancy and it ended early on September 30, 2013. The landlord collected a security deposit of \$525.00 at the outset of the tenancy. There was no move in inspection conducted at the outset. There was no move out inspection conducted at the end of the tenancy. The landlord testified that on October 04, 2013 they received and were in possession of the tenant's forwarding address in writing.

Analysis

On preponderance of all the relevant the evidence in this matter I have reached a Decision.

Section 38(1) of the Act provides as follows (**emphasis for ease**)

38(1) Except as provided in subsection (3) or (4) (a), **within 15 days after the later of**

38(1)(a) the date the tenancy ends, and

38(1)(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord **must** do one of the following:

38(1)(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;

38(1)(d) file an application for dispute resolution to make a claim against the security deposit or pet damage deposit.

I find that the landlord failed to repay the security deposit, or to make an application for Dispute Resolution within 15 days of receiving the tenant's forwarding address in writing and is therefore liable under section 38(6) which provides:

38(6) If a landlord does not comply with subsection (1), the landlord

38(6)(a) may not make a claim against the security deposit or any pet damage deposit, and

38(6)(b) **must pay the tenant double the amount of the security deposit**, pet damage deposit, or both, as applicable.

The landlord currently holds a security deposit of \$525.00 and was obligated under section 38 to return this amount. The amount which is doubled is the \$525.00 original amount. As a result I find the tenant has established an entitlement claim for \$1050.00 and is further entitled to recovery of the \$50 filing fee for a total entitlement of **\$1100.00**.

Conclusion

I grant the tenant an Order under section 67 for the sum of **\$1100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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 29, 2014

Residential Tenancy Branch

