



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to the tenant's application for a monetary order for the return of her security deposit. The hearing was conducted by conference call. The named tenant and the landlord participated in the hearing. The landlord's resident manager also called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

Background and Evidence

The rental unit is a town house in Langley. The tenancy began in August, 2010. Monthly rent was \$975.00 payable on first day of each month. The tenant paid a security deposit of \$487.50 at the start of the tenancy.

The tenant notified the landlord by verbally and by text message that she intended to move out of the rental unit as of August 1, 2013. The tenant said that she moved out of the rental unit on August 1, 2013. She said that she left the keys by dropping them through the resident manager's mailbox. The tenant said that she was asked by the resident manager to take part in a "walk through" of the rental unit after she had moved out, but the resident manager was not there when she knocked on her door after she finished moving, so she dropped off the keys. The resident manager disagreed with the tenant's testimony; she said that she was home, but the tenant never tried to contact her to conduct a walk through even though she promised the resident manager that she would do so when she finished moving.

The tenant said that she spoke to the landlord about the return of her deposit after she moved. She said that the landlord wanted to make deductions from her deposit that she did not agree with. The landlord proposed to return only \$100.00 of her deposit. The tenant testified that in October she personally delivered a letter to the landlord requesting the return of her security deposit. The letter included her current address and asked that the deposit be sent to her at that address. At the hearing the landlord acknowledged that he received the tenant's letter in October requesting the return of her deposit and he agreed that it contained the tenant's forwarding address.

The landlord did not return the security deposit and he did not file an application for dispute resolution to claim the deposit but he testified that there was a great deal of cleaning that had to be done and this is why he tried to get the tenant to agree to deductions from her security deposit. The landlord intends to file an application for dispute resolution to claim these amounts from the tenant.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, and based upon the acknowledgement of the landlord at the hearing I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*. At the hearing the tenant requested an order for payment of double the amount of her security deposit.

The tenant's security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$975.00.

The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,025.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered in the 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: February 19, 2014

Residential Tenancy Branch

