



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence and gave affirmed testimony.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on May 15, 2012 and ended on November 15, 2013. The monthly rent was \$2,000.00 payable on the fifteenth of each month. Prior to moving in the tenant paid a security deposit of \$1,000.00.

On November 15, 2013, the landlord inspected the unit and the parties agreed to a deduction of \$200.00 from the deposit. The landlord gave the tenant a cheque for the balance of \$800.00. Later that day, the landlord found additional damage and put a stop payment on the cheque. When the tenant discovered the stop payment, she attempted to contact the landlord but was unsuccessful as the landlord did not return her calls.

The tenant stated that she provided the landlord with her forwarding address in writing on November 20, 2013. The landlord disputed the date of receipt of the tenant's forwarding address but could not recall the exact date. When the tenant did not hear back from the landlord by December 05, 2013, she filed this application.

The landlord argued that the rental unit was brand new and the tenant was the first occupant of the unit. The landlord filed photographs of the damage to the unit and stated that the cost of repairs was in excess of the deposit. In regards to the landlord's claims relating to loss that she may have suffered, I am not able to neither hear nor consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenants' application.

Attempts to mediate between the two parties failed and I informed the landlord that she is at liberty to make a separate application for dispute resolution to pursue her claim.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

The parties did not agree about the date that the landlord was provided with the tenant's forwarding address in writing. The landlord could not recall the date and therefore, I find on a balance of probabilities that it is more likely than not that the tenant contacted the landlord shortly after she found that the landlord had stopped payment on the return of the balance of the security deposit. Accordingly I find that the landlord was provided with the tenant's forwarding address in writing and in person on November 20, 2013. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$1,000.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$2,000.00, which represents double the base security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for the amount of **\$2,000.00**.

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: March 26, 2014

Residential Tenancy Branch

