



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit, for the cost of the landlord's use of electricity and for the recovery of the filing fee. During the hearing the tenant withdrew the portion of his application that dealt with the cost of the landlord's use of electricity. Both parties were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on April 01, 2012 and ended on October 31, 2013. Prior to moving in the tenant paid a security deposit of \$1,250.00.

The tenant provided the landlord with a request for the return of his security deposit in the amount of \$1,250.00. This request was written in a letter dated November 29, 2013 and included the tenant's forwarding address. The landlord agreed that he received this letter sometime in the first week of December 2013.

The landlord stated that the tenant had agreed to carry out repairs in the rental unit and that the parties had agreed that upon completion, the landlord would return the security deposit. The landlord stated the unit required repairs, the cost of which far exceeded the amount of the security deposit. The landlord stated that the tenant did not follow up on his part of the agreement and therefore the landlord did not return the security deposit.

Attempts were made to mediate the matter, but were not successful. The landlord maintained that the cost of repairs was in the region of \$4,000.00. I explained to the landlord that in regards to the landlord's claims relating to loss that he 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 tenant's' application.

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.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address on or about the first week of December 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 \$1,250.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. Since the tenant has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$2,550.00**, which represents double the base security deposit and the filing fee. 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 in the amount of \$2,550.00.

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: April 16, 2014

Residential Tenancy Branch

