



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This is an application filed by the tenant for a monetary order for money owed or compensation for the return of double the security deposit.

Both parties attended the hearing by conference call and gave testimony. The tenant's agent states that the landlord was served with the notice of hearing package and the submitted documentary evidence by Canada Post XpressPost on December 14, 2013. The tenant has also provided a copy of the Canada Post Customer Receipt number and a printout of the online search which shows that the landlord received and signed for the package on January 14, 2014. As both parties have attended and have confirmed receipt of the notice of hearing and the tenant's submitted documentary evidence, I am satisfied that both parties have been properly served. The landlord did not submit any documentary evidence.

Issue(s) to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenant states that the tenancy ended on November 15, 2013 and has failed to return the \$100.00 security deposit. The tenant states that the landlord was provided their forwarding address on November 18, 2013 in a letter sent by Canada Post Registered Mail and has provided a copy of the Customer Receipt Tracking number as confirmation which states that the landlord received the package on November 20, 2013.

The tenant has provided a copy of a signed receipt for "Deposit of Rental" which states that \$100.00 was given to the landlord, R.A for renting at the basement of the dispute

address on July 18, 2013. The tenant has also provided a copy of a signed acknowledgement that the rental was vacated in good condition and that the keys were returned on November 15, 2013. The landlord disputes this stating that there was damage left.

The tenants seek a monetary order of \$200.00 for the return of double the \$100.00 security deposit as the landlord has failed to comply with the Act.

During the hearing the landlord stated that she did not return the security deposit of \$100.00 because of damage to the rental unit. The landlord stated that she could return the \$100.00 to the tenant at a later date after the hearing.

Analysis

Section 38 of the Residential Tenancy Act states,

38 (1) 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.

(6) **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.

As the landlord has confirmed in her direct testimony that the original \$100.00 security deposit was not returned to the tenant nor did the landlord file an application for dispute resolution, I find that the tenants have established a claim for the return of double the

security deposit. The tenants are granted a monetary order for \$200.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenants are granted a monetary order for \$200.00.

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 04, 2014

Residential Tenancy Branch

