



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This Dispute Resolution hearing was convened to deal with an Application by the tenant seeking an order for the return of double the security deposit retained by the landlord.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were permitted to present affirmed oral testimony and make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the tenant entitled to a security deposit refund pursuant to section 38 of the Act?

Background and Evidence

The tenancy began on November 1, 2013 and rent was \$800.00 per month. A security deposit of \$400.00 had been paid. A copy of the tenancy agreement and copies of communications were in evidence. The tenant moved out on January 1, 2014.

The tenant testified that they provided the landlord with a written forwarding address on January 12, 2014. The tenant testified that the landlord failed to return the deposit within 15 days after the tenancy ended and the written forwarding address given.

The landlord acknowledged that they did not receive written permission from the tenant to keep the security deposit, did not obtain an order to retain the deposit and did not return the security deposit to the tenant.

Analysis

Section 38 of the Act provides that a security deposit or pet damage deposit must be refunded to the tenant within 15 days after the end of the tenancy and the date that the forwarding address was received, whichever is later.

In the alternative, if the landlord wants to retain the security deposit to satisfy a debt or damages, the landlord is required to make a claim against a deposit by filing an application for Dispute Resolution within 15 days after the end of the tenancy and the date that the forwarding address was received, whichever is later.

I accept the tenant's testimony and evidence verifying that the written forwarding address was given to the landlord on January 12, 2014. I find that the security deposit was not returned within the 15-day deadline under the Act.

Based on the evidence, I find the tenant did not give the landlord written permission to keep the deposits, nor did the landlord subsequently make an application seeking an order to keep the deposit within the 15-day deadline to do so.

Section 38(6) provides that, if a landlord does not comply with the Act by refunding the deposit or making application to retain it within 15 days, the landlord may not make a claim against the and must pay the tenant double the amount of the security deposit.

In the matter before me, I find that under section 38, this tenant is entitled to be paid double the security deposit of \$400.00 that was wrongfully retained by the landlord and is thus entitled to a total refund of \$800.00, plus the \$50.00 cost of filing the dispute resolution application.

I hereby issue a monetary order for \$850.00 in favour of the tenant. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The tenant is successful in her application and is awarded a monetary order for a refund of double the security deposit.

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: May 21, 2014

Residential Tenancy Branch

