



# Dispute Resolution Services

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 the return of double the security deposit and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

### **Issue to be Decided**

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

### **Background and Evidence**

The tenancy began on August 24, 2013 and ended on December 24, 2013. The monthly rent was \$2,750.00. Prior to moving in, the tenant paid a deposit of \$2,000.00. The tenant filed a copy of the tenancy agreement into evidence.

The tenant stated that he made several calls to the landlord for the return of the security deposit. The tenant agreed that he had not provided the landlord with his forwarding address in writing. The landlord stated that the tenant had caused damage to the hard wood floors and he informed the tenant that he would return the deposit after the tenant fixed the damage. The landlord has made separate application for a monetary order for the cost of repairs.

I attempted unsuccessfully to assist the parties to come to an agreement and resolve all disputes during this hearing. A hearing is scheduled for September 23, 2014 to address the landlord's claim.

The tenant stated that the tenancy agreement contains a term that states that the landlord must return double the security deposit if he collects more than half one month's rent for security deposit. In this case the tenant pointed out that the landlord

had collected a security deposit of \$2,000.00 instead of \$1,375.00 which is half a month's rent.

### **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.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, 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 tenant agreed that he did not provide the landlord with his forwarding address in writing. Since the tenant had not provided the landlord with a forwarding address, the landlord had no way of returning the deposit or making application for damages against it. The landlord received the tenant's forwarding address when he served the landlord with notice of this hearing. There is no provision in the *Act*, which allows me to award a tenant double the security deposit when the landlord has collected a security deposit in excess of the amount of half of one month's rent. Therefore I find that the tenant is not entitled to the return of both double the deposit and the recovery of the filing fee paid to make this application.

However, I find that the landlord now has the tenant's forwarding address and must within 15 days of receipt of this decision, return the security deposit. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$2,000.00. 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 **\$2,000.00**.

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: May 23, 2014

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Residential Tenancy Branch

