



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MNSD, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of her security deposit.

The tenant attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenant gave evidence that she served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by registered mail on February 7, 2014. I find the landlord was properly served.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of her security deposit?

### Background and Evidence

The tenant gave evidence that when she first moved in to the rental building, she rented an apartment for \$750.00 monthly and paid a security deposit of \$375.00 and a pet deposit of \$375.00.

The tenant's evidence is that she then moved to a different apartment, where the rent was higher. She says the landlord's agent completed a Condition Inspection Report that indicates she paid a \$425.00 security deposit and a \$425.00 pet deposit, however this was not accurate. In fact, the only security deposit and pet deposit she paid were the original amounts of \$375.00 and \$375.00.

The tenant gave evidence that the last day of her tenancy was December 31, 2013. She said the landlord's agent conducted a move-out inspection on December 11, 2013 and she provided her forwarding address to him in writing that same day.

The tenant agrees she is responsible to pay \$110.00 for carpet cleaning. The tenant's evidence is that she has not received any portion of her security deposit or pet deposit back from the landlord.

### Analysis

The process for the return of security deposits is set out in Section 38 of the Act. Pursuant to Section 38(1), the landlord must either repay the security deposit or apply for dispute resolution to make a claim against the security deposit within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing (whichever is later). Alternatively, pursuant to Section 38(4)(a), a landlord may retain all or part of a security deposit if the tenant agrees in writing.

In this case, I find the tenancy ended on December 31, 2013. The landlord did not apply for dispute resolution to make a claim against the security deposit within 15 days of December 31, 2013. Also, there is no written agreement in evidence whereby the landlord may retain all or part of the security deposit. The landlord is therefore obligated to return the entire security deposit to the tenant.

According to Section 38(6), a landlord who fails to follow Section 38(1) must pay the tenant double the amount of the security deposit. In this case, the landlord failed to repay the tenant the amount of \$375.00 from her security deposit and \$375.00 from her pet deposit (a total of \$750.00). The tenant is therefore entitled to an order for twice those amounts, which is \$1,500.00. The tenant is also entitled to recover her RTB filing fee of \$50.00 from the landlord.

The total amount due the tenant is \$1,550.00. However, the tenant agrees to pay \$110.00 for carpet cleaning and I deduct that amount from the amount owing the tenant, for a net award of \$1,440.00.

I grant the tenant an order under Section 67 for \$1,440.00. This order may be filed in Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the tenant a monetary order for \$1,440.00.

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: June 16, 2014

---

Residential Tenancy Branch

