



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence

The tenant gave the following testimony:

The tenancy began on March 1, 2005 and ended on March 31, 2014. The tenants were obligated to pay \$725.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$362.50 security deposit. The tenant stated that she provided her forwarding address in writing by registered mail on February 25, 2014. The tenant stated that the landlord has yet to return the deposit.

The landlord gave the following testimony:

The landlord stated that the tenant left the unit dirty and not clean enough for someone to move into.

Analysis

In the landlord's own testimony he acknowledged that "If I received the tenant's forwarding address, I didn't keep it. I can't dispute that I got it." The landlord also acknowledged that he did not have the authorization of the tenant to retain the deposit or an order from the Branch.

The Tenant said she is applying for the return of double the security deposit as the Landlord has not complied with the s. 38 of the *Residential Tenancy Act*.

Section 38 (1) says that 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.

And Section 38 (6) says 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

The landlord did not file an application or repay the deposit as required. Based on the above I find that the tenant is entitled to the return of her original deposit of \$362.50 plus accrued interest on the original amount as of this date of \$12.83 + the doubling provision of the Act of \$362.50 = \$737.38.

Conclusion

The tenant has established a claim for \$737.38. I grant the tenant an order under section 67 for the balance due of \$737.38. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: September 03, 2014

Residential Tenancy Branch

