



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied for a monetary order for the return of her security deposit including double the deposit amount. The landlord applied for a monetary award for loss of rental income and for the cost of cleaning. The hearing was conducted by conference call. The tenant called into the hearing along with her husband. The landlord did not call in and did not participate in the hearing, although this was the hearing of his application and he received notice of the tenant's application.

In the absence of an appearance by the landlord by 1:10 P.M., the landlord's application is dismissed without leave to reapply.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

Background and Evidence

The rental unit is a basement suite in Port Moody. The tenancy began on February 1, 2013 for a one year fixed term. Monthly rent was \$1,000.00 payable on first day of each month. The tenant paid a security deposit of \$500.00 on January 25, 2013.

The tenant notified the landlord that she intended to move out of the rental unit as of October 31, 2013. She said she gave the landlord a letter one month before she moved out, but she did not keep a copy of it.

The tenant delivered a letter to the landlord on March 3, 2014, enclosing keys to the rental unit. The letter provided her forwarding address and requested the return of her deposit. The landlord did not return the deposit and on May 22, 2014 the tenant filed her application to claim the return of her deposit, including double the amount. The

landlord did not file his claim for a monetary award and for an order to retain the deposit until September 17, 2014.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, and that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

Conclusion

The tenants' security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$1,000.00. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,050.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that Court. The landlord's application has been dismissed without leave to reapply

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 30, 2014

Residential Tenancy Branch

