



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for an order compelling the landlord to return her security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Should the landlord be ordered to return the deposit?

Background and Evidence

The relevant facts are not in dispute. The tenancy began on September 1, 2013 at which time the tenant paid a \$550.00 security deposit and ended on May 31, 2014. The tenant provided a forwarding address in writing at the time the parties conducted the condition inspection of the unit on the last day of the tenancy. The landlord paid the tenant \$18.74 by way of a cheque which the tenant has not negotiated.

Analysis

Section 38(1) of the Act provides that within 15 days of the later of the last day of the tenancy and the date the landlord receives the tenant's forwarding address in writing, the landlord must either return the deposit in full to the tenant or file an application for dispute resolution to make a claim against the deposit. In this case, the landlord returned just \$18.74 of the deposit.

Section 38(6) of the Act provides that where a landlord fails to comply with section 38(1), the landlord must pay to the tenant double the security deposit. I find that the landlord failed to comply with section 38(1) and is now liable to pay the tenant double the security deposit. I therefore award the tenant \$1,100.00 and grant her a monetary order under section 67 for that sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. The tenant

holds a cheque for \$18.74 which she has not yet negotiated. Should the tenant negotiate that cheque, it will serve to reduce the enforceable portion of the order to \$1,081.26.

I note that the landlord believes that he incurred costs as a result of the tenant's failure to adequately clean and repair the unit. The landlord is free to file a claim against the tenant for a monetary order.

Conclusion

The tenant is awarded \$1,100.00.

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: October 22, 2014

Residential Tenancy Branch

