



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing concerns the tenant's application for a monetary order as compensation reflecting the double return of the security deposit. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Two previous hearings were scheduled in relation to this particular tenancy:

File 814665: decision dated January 20, 2014

File 816984: decision dated March 26, 2014

Pursuant to a written tenancy agreement, a copy of which is not in evidence, this tenancy began on or about November 01, 2013. Monthly rent was \$500.00, and a security deposit of \$250.00 was collected.

Pursuant to an agreement reached between the parties during the hearing held on January 20, 2014, the tenancy was to end on January 31, 2014. By letter dated February 01, 2014 the tenant informed the landlord of her forwarding address for the purposes of repayment of the security deposit. During this current hearing the landlord acknowledged receipt of the tenant's letter. However, to date, no portion of the security deposit has been repaid to the tenant.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.gov.bc.ca/landlordtenant

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of the security deposit.

In the circumstances of this dispute, I find that the landlord neither returned any portion of the tenant's security deposit, nor filed an application for dispute resolution within 15 days after February 01, 2014, which is when the tenant informed the landlord of her forwarding address in writing. In the result, I find that the tenant has established entitlement to compensation reflecting the double return of the security deposit in the total amount of \$500.00 (2 x \$250.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$500.00**. Should it be necessary, this order may be served on the landlord, 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: October 30, 2014

Residential Tenancy Branch

