



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was an application by the tenant for a monetary order for the return of his security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant and the landlord participated in the hearing. The tenant was represented at the hearing by his advocate.

Issue(s) to be Decided

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

Background and Evidence

The rental unit is a house in Burnaby. The tenancy began in 2009. There is not written tenancy agreement. The tenant claimed that he paid a security deposit of \$1,100.00 at the start of the tenancy, however, the landlord said that the deposit paid was \$1,050.00. The tenant moved out of the rental unit in June, 2013. The tenant sent the landlord a letter dated May 27, 2014. The latter provided the tenant's forwarding address and requested the return of his security deposit in the amount of \$1,100.00. The latter was sent by registered mail and the landlord acknowledged receiving it.

The landlord submitted documents in response to the tenant's claim. He said that the tenant was ordered to vacate the rental unit by the end of June, 2013 pursuant to an order for possession, but he did not leave until July 18, 2013. The landlord said that the tenant caused extensive damage to the rental unit and the amount of the landlord's claims are several times greater than the amount of the tenant's security deposit.

The landlord did not return the security deposit and he did not file an application for dispute resolution to claim the deposit. The landlord testified that he was unaware of

the requirements of the *Residential Tenancy Act* with respect to security deposits. The landlord intends to file an application for dispute resolution to claim a monetary award from the tenant for damage, repairs and loss of rental income.

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 his forwarding address in writing, and based upon the acknowledgement of the landlord at the hearing I find that the tenants served the landlord with documents notifying the landlord of this application as required by the *Act*.

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 accept the landlord's evidence, based on his records, that the deposit was \$1,050.00, not \$1,100.00 as claimed by the tenant. I grant the tenant's application and award him the sum of \$2,100.00, being double the deposit amount. This order may be registered in the Small Claims Court and enforced as an order of that Court. No filing fee was paid for this application and I do not award any amount for a filing fee.

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: November 18, 2014

Residential Tenancy Branch

