



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of double his security deposit. Both parties participated in the conference call hearing. The parties confirmed that they received each other's documentary evidence for this hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy began on or about July 1, 2013 and ended on June 30, 2014. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00.

The tenant gave the following testimony:

The tenant stated that he provided his forwarding address in writing to the landlord on July 3, 2014. The tenant stated that the landlord did not return his deposit until September 26, 2014. The tenant is asking for the return of double the security deposit minus the \$450.00 he has already received.

The landlord gave the following testimony:

The landlord stated that he did receive the forwarding address in writing from the tenant but due to his work schedule he was very busy and was unable to return it within the fifteen days. The landlord stated that since he has already returned the deposit, this hearing should be canceled.

Analysis

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 deposit, pet damage deposit, or both, as applicable.

Although the landlord did eventually return the security deposit it was not within the legislated timeline as noted above. Based on the above, I find that the tenant is entitled to the return of double the security deposit $\$450 \times 2 = \900.00 minus the $\$450.00$ that

has already been paid for an award of \$450.00. The tenant is also entitled to the recovery of the \$50.00 filing fee.

The landlord made reference that the unit was left dirty and that the tenant abandoned some items. It was explained to the landlord that he was at liberty to make an application and seek dispute resolution if there are any outstanding issues that he and the tenant cannot resolve. The landlord indicated that he understood.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$500.00. This order may be filed in the Small Claims Division of the Provincial 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: January 28, 2015

Residential Tenancy Branch

