



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenants seeking the return of their security deposit. Both parties participated in the conference call hearing. Neither party submitted any evidence for this hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is tenant entitled to the return of the security deposit?

Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about September 1, 2006 and ended on June 1, 2014. Rent in the amount of \$645.00 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 \$322.50. The tenant stated that they gave their forwarding address in writing to the landlord when they gave notice that they would be moving out.

The landlord gave the following testimony:

The landlord stated that she received the forwarding address on June 1, 2014. The landlord stated that the unit was left dirty and had some minor damage. The landlord stated that she withheld the deposit for those reasons.

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.

As the landlord has not filed for dispute resolution or returned the deposit as stated above, I must award the tenant the return of double the security deposit. The tenant is entitled to $\$322.50 \times 2 = \645.00 + the applicable interest of $\$10.32 = \655.32 .

As for the monetary order, I find that the tenant has established a claim for \$655.32. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$705.32. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$705.32.

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: February 18, 2015

Residential Tenancy Branch

