



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on December 01, 2013 and ended on September 12, 2014. Prior to moving in the tenant paid a security deposit of \$1,000.00. The tenant testified that he returned the keys to the landlord on September 12, 2014 in a zip lock bag which also contained his forwarding address written on a piece of paper. The landlord agreed that he received the tenant's forwarding address that day.

The landlord stated that the tenant's rent cheque for the last month of tenancy had bounced. The landlord testified that after the tenant moved out he spoke with the tenant and they discussed the outstanding amounts that the tenant owed for unpaid rent, unpaid utilities, fuel oil, replacement of the freezer and cleanup of the rental unit. The landlord stated that he offered to accept the deposit of \$1,000.00 and waive the balance owed by the tenant and the tenant agreed. The landlord stated that he was therefore surprised to receive this notice of hearing to address a claim made by the tenant.

The tenant denied making such an agreement with the landlord and stated that he did not owe the landlord any of the amounts mentioned above.

Attempts were made to mediate the matter, but were not successful. The landlord maintained that the amount owed by the tenant was in excess of the security deposit.

I explained to the landlord that in regards to the landlord's claims relating to loss that he may have suffered, I am not able to either hear or consider the landlord's claim during

these proceedings as this hearing was convened solely to deal with the tenant's application.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address on September 12, 2014. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address. Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$1,000.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. Since the tenant has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$2,050.00, which represents double the base security deposit and the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$2,050.00**.

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: March 12, 2015

Residential Tenancy Branch

