



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for a return of his security deposit, doubled, and for recovery of the filing fee paid for this application.

The tenant and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of his security deposit, doubled, and to recovery of the filing fee paid for this application?

Background and Evidence

The tenant submitted evidence that this tenancy began April 1, 2013, ended on July 31, 2014, and that he paid a security deposit of \$800.00 at the beginning of the tenancy. The landlord submitted that the tenant moved in a few days prior to April 1, 2013.

Both parties agree that the landlord has not returned the tenant's security deposit.

In support of his application, the tenant submitted that he provided his written forwarding address to the landlord on a piece of paper on August 1, 2014, by hand delivery.

The tenant submitted that there was no move-in or move-out condition inspection report.

The tenant's relevant documentary evidence included the written tenancy agreement.

The tenant's monetary claim is \$1600.00, comprised of his security deposit of \$800.00, doubled.

In response to the tenant's application, the landlord submitted that the rental unit was not left clean and her next tenants could not move into the rental unit due to its condition, causing a loss of rent revenue and costs for cleaning.

The landlord submitted documentary evidence, but was not relevant in considering the tenant's application.

Analysis

Under section 38(1) of the Act, a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the deposits within 15 days of the later of receiving the tenant's forwarding address in writing or the end of the tenancy. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of their security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended on July 31, 2014, the landlord received the tenant's written forwarding address on August 1, 2014, and that the landlord has neither filed an application to retain the tenant's security deposit nor returned the deposit in full.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double his security deposit of \$800.00.

Pursuant to section 72(1) of the Act, I also order that the landlord pay the tenant his filing fee for this application in the amount of \$50.00.

Due to the above, I find the tenant is entitled to a total monetary award of \$1650.00, comprised of his security deposit of \$800.00, doubled to \$1600.00 and the filing fee of \$50.00.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of his monetary award of \$1650, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenant's application for monetary compensation is granted.

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 16, 2015

Residential Tenancy Branch

