



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order reflecting the double return of the security deposit, in addition to recovery of the filing fee. Both parties attended the in-person hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There were two (2) tenants in this unit at the time when tenancy ended effective December 31, 2014. There is an application before me from only one (1) of these tenants. There is no written tenancy agreement in evidence for the tenancy which began for this tenant in December 2013. Tenancy for the other tenant appears to have begun in November 2010. Total monthly rent for the unit was \$1,150.00, with each tenant responsible for paying half. A security deposit of \$285.00 was collected from this particular tenant on December 26, 2013.

By letter dated December 01, 2014 both tenants gave notice to end tenancy effective December 31, 2014. In their letter the tenants also provided an identical forwarding address. Subsequently, by letter dated January 26, 2015 the landlord informed this tenant that **\$180.00** would be withheld from his security deposit of **\$285.00**, leaving a balance of repayment of **\$105.00** (\$285.00 - \$180.00). This repayment was made by cheque dated January 14, 2015. The tenant objects that a portion of his security deposit was withheld without consent, and he seeks compensation pursuant to the Act.

Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the

landlord must either repay the security deposit(s), or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit(s) and must pay the tenant double the amount of the security deposit(s).

In this case, I find that the landlord neither repaid the full amount of the security deposit, nor filed an application for dispute resolution within 15 days after tenancy ended on December 31, 2014. In the result, I find that the tenant has established a net entitlement to compensation totalling **\$515.00**, which is calculated as follows:

\$570.00: (2 x \$285.00) *double the amount of original security deposit*

\$50.00: *filing fee*

\$620.00

MINUS

\$105.00: *the amount of security deposit already repaid*

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$515.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims 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: March 17, 2015

Residential Tenancy Branch

