



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit and the recovery of the filing fee. Both parties participated in the conference call hearing. The parties confirmed that the exchange of evidence was in accordance with the Rules of Procedure and with Section 89 of the Act. Both parties gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence

The tenants' testimony is as follows. The tenancy began on April 1, 2009 and ended on September 1, 2014. The tenants were obligated to pay \$1040.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$500.00 security deposit. The tenant stated that she provided her forwarding address in writing to the landlord in September 1, 2014. The tenant stated that the landlord returned \$500.00 on September 18, 2014 but was outside the legislated timeline and seeks the return of double.

The landlords' testimony is as follows. The landlord stated that she was unaware that she was to return the security deposit within fifteen days or file for dispute resolution. The landlord stated that there was no malice in her holding the deposit over the fifteen days but more so due to being unaware of her responsibility.

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.

The landlord acknowledged receipt of the tenants forwarding address in writing on September 1, 2014. The landlord did not file for dispute resolution or return the amount as outlined above. Based on the above, I find that the tenant is entitled to the return of double the security deposit minus the \$500.00 she has already received. The tenant is entitled to \$500.00.

The tenant is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$550.00. I grant the tenant an order under section 67 for the balance due of \$550.00. This order may be 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: April 20, 2015

Residential Tenancy Branch

