



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit. The landlord confirmed that he received the notice of hearing and evidence as purported by the tenant. I'm satisfied that the landlord has been served in accordance with the rules of procedure and the Act. Both parties participated in the conference call hearing. 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 August 1, 2012 and ended on September 1, 2014. The tenants were obligated to pay \$1050.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$525.00 security deposit. The tenant stated that she served the landlord her forwarding address in writing on September 1, 2014.

The landlord gave the following testimony: The landlord stated that he received the tenants forwarding address as she stated but did not return it because she left the unit dirty and damaged.

Analysis

The Tenant said she is applying for the return of double the security deposit as the Landlord has not complied with the s. 38 of the *Residential Tenancy Act*.

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 returned the security deposit or filed for dispute resolution as required I find that the tenant is entitled to the return of double the security deposit. The tenant is entitled to \$1050.00.

Conclusion

The tenant has established a claim for \$1050.00. I grant the tenant an order under section 67 for the balance due of \$1050.00. 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: May 20, 2015

Residential Tenancy Branch

