



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for a monetary order for a return of her security deposit, doubled.

The tenant and the landlord's agent (hereafter "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, no issues were raised regarding service of the application; neither party filed documentary evidence.

Thereafter the participants 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 her security deposit, doubled?

Background and Evidence

Although I was not provided a written tenancy agreement, the tenant submitted, without dispute that the tenancy began on February 1, 2015, ended on April 5, 2015, and that monthly rent was \$1170.00. Although the tenant submitted that she paid a security deposit of \$465.00, the landlord corrected her and said the security deposit was \$585.00, half a month's rent.

In support of her claim that she is entitled to the return of her security deposit, the tenant submitted that she provided the landlord with her written forwarding address on the condition inspection report on April 5, 2015.

The landlord confirmed receipt of the tenant's written forwarding address and submitted that the condition inspection report shows the tenant allowed a deduction of \$120.00 for carpet cleaning. The landlord submitted further that a cheque for the balance of the security deposit, or \$465.00, was returned to the tenant on April 16, 2015.

In rebuttal, the tenant submitted that she was not sure if there was an agreement to deduct \$120.00 for carpet cleaning; however, the tenant's mother attended the final inspection in place of the tenant.

The tenant submitted that she did eventually receive the landlord's cheque for \$465.00, but not until after her application was filed on April 30, 2015. The tenant submitted that she had continually called the landlord's agent, the building manager, but was not given any information about the return of her security deposit. The tenant submitted that she was informed by the building manager that the refund of her security deposit was sent to the dispute address, not her forwarding address.

Landlord's witness-

The landlord's witness, the building manager, confirmed that there was a mistake made, as the refund of the tenant's security deposit was sent to the tenant's rental unit, as he discovered when he entered the rental unit in late April. At that time, he notified the tenant via text and phone call, according to the witness.

The witness submitted that he conducted the move-out inspection and that there was an agreement for a deduction of \$120.00 for carpet cleaning.

Analysis

Under section 38(1) of the Act, a landlord is required to either repay a tenant's security deposit or to file an application for dispute resolution to retain the deposit within 15 days of the later of receiving the tenant's forwarding address in writing or at the end of a 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 her security deposit.

The undisputed evidence shows that the tenancy ended and the landlord received the tenant's written forwarding address on April 5, 2015. I find the evidence supports that the tenant, through her agent, agreed to a deduction of \$120.00 for carpet cleaning, leaving a balance owed to the tenant in the amount of \$465.00.

I find further that the landlord failed to repay the balance of the tenant's security deposit within 15 days of April 5, 2015, as the balance of the security deposit was sent to an

incorrect address, through error, to the dispute address rather than the forwarding address. I find the evidence shows that the tenant was not informed that her refund was available until the end of April, or even after she filed her application on April 30, 2015.

I therefore grant the tenant's application for dispute resolution and, pursuant to sections 38(6) and 62(3) of the Act, order that the landlord pay the tenant double the balance of her security deposit of \$465.00.

Due to the above, I find the tenant is entitled to a total monetary award of \$465.00, comprised of the balance of her security deposit of \$465.00, doubled to \$930.00, less \$465.00 previously paid to the tenant, as the tenant confirmed cashing the refund cheque.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of their monetary award of \$465.00, which is 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 has been successful as I have awarded her double the balance of her security deposit, less the amount previously paid.

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: August 24, 2015

Residential Tenancy Branch

