



Dispute Resolution Services

Page: 1

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 for a monetary order for the return of double the security deposit, the key deposit and the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the key deposit and the filing fee?

Background and Evidence

The tenancy started in October 2012 and ended on February 28, 2014. Prior to moving in the tenant paid a security deposit of \$325.00 and a key deposit of \$100.00. The landlord agreed that the tenant provided the landlord with his forwarding address, on February 28, 2014.

The landlord also agreed that the tenant had returned the keys and had not received the key deposit.

The landlord made a deduction for the cost of cleaning and sent the tenant a cheque for \$265.75. The tenant stated that he did not agree to a deduction off his security deposit. After unsuccessful attempts to get the balance of the deposit, the tenant filed this application.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address on February 28, 2014. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$325.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. The tenant is also entitled to the return of \$100.00 for the key deposit. Since the tenant has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

Overall the tenant has established a claim of \$800.00. The landlord has returned \$265.75 to the tenant and therefore I award the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$534.25, which represents double the base security deposit, the key deposit and the filing fee minus the amount already received by the tenant. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$534.25**.

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 11, 2015

Residential Tenancy Branch

