



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 for a monetary order for the return of double the security deposit. 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?

Background and Evidence

The tenancy started in August 2010 and ended on March 31, 2015. Prior to moving in the tenant paid a security deposit of \$325.00.

The landlord agreed that the tenant provided the landlord with a request for the return of his security deposit along with his forwarding address in a letter, on April 05, 2015

The landlord stated that the tenant left the unit in a condition that required repairs and painting. A move out inspection was conducted by both parties on March 31, 2015 and the tenant did not agree to any deductions off the security deposit.

Despite the tenant's refusal to allow a deduction off the deposit, the landlord retained \$225.00 and returned \$100.00 to the tenant. On April 28, 2015, the tenant made this application.

The landlord maintained that the cost of repairs was in excess of the security deposit and filed evidence by way of photographs and invoices. I explained to the landlord that in regards to the landlord's claims relating to loss that he may have suffered, I was not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's' 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 April 05, 2015. 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. Overall the landlord has established a claim of \$650.00. The tenant has received \$100.00 and therefore is entitled to the balance of \$550.00.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$550.00, which represents double the base security deposit minus the amount already returned to 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 **\$550.00**.

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: October 02, 2015

Residential Tenancy Branch

