



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, FF

Introduction

The tenant has filed an application seeking the return of double the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the tenant entitled to the return of double the security deposit?

Background, Evidence

The tenant's testimony is as follows. The tenancy began on July 1, 2013 and ended on April 30, 2015. The tenants were obligated to pay \$1100.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$550.00 security deposit. The tenant stated that he provided the landlord his forwarding address in writing on March 26, 2015. The tenant stated that the landlord returned \$349.49 of his security deposit. The tenant stated that the landlord retained \$200.51 without his permission.

The landlords' testimony is as follows. The landlord stated that he agreed with all of the facts as put forward by the tenant. The landlord stated that he withheld some of the deposit because the tenant left the unit dirty and that he used the money to have the unit professionally cleaned.

Analysis

The tenant has applied for the return of double the security deposit. Section 38 of the Act addresses the issue before me as follows.

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.

In the landlords own testimony he conceded that he did not have the permission of the tenant or an order from the Branch to allow him to retain any of the deposit. Based on the above I must award the tenant the return of double the security deposit. The tenant is entitled to \$550.00 x 2 = \$1100.00 minus the amount he has already received of \$349.49 for an award of \$750.51.

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

Conclusion

The tenant has established a claim for \$800.51. I grant the tenant an order under section 67 for the balance due of \$800.51. 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: November 02, 2015

Residential Tenancy Branch

