



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of their 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 the security deposit as claimed?

Background, Evidence

The tenant's testimony is as follows. The tenancy began on October 1, 2014 and ended on May 31, 2015. The tenants were obligated to pay \$1400.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$700.00 security deposit. The tenant stated that they provided their forwarding address in writing to the landlord on May 31, 2015 by noting it on the landlords move out condition inspection report. The tenant wants their security deposit returned.

The landlord gave the following testimony. The landlord stated that she is filing an application in "Small Claims Court" to pursue the tenants for damages and cleaning

costs she incurred. The landlord stated that the tenants left the unit damaged beyond wear and tear and the costs to repair it far exceed the security deposit.

Analysis

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.

The landlord confirmed that they did not file an application for dispute resolution at the Branch and that they did not return the security deposit. Based on the above I find that the tenant is entitled to the return of double the security deposit.

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

Conclusion

The tenant has established a claim for \$1450.00. I grant the tenant an order under section 67 for the balance due of \$1450.00. 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: November 09, 2015

Residential Tenancy Branch

