



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Abbeyfield Houses of Vancouver Society
and [tenant name suppressed to protect privacy]

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant and the landlord attended the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on November 1, 2013. At the outset of the tenancy the tenant paid the landlord a security deposit of \$256.25. The tenancy ended on May 21, 2015. On August 12, 2015 the tenant received \$56.25 of the security deposit back from the landlord.

Tenant's Claim

The tenant stated that he gave the landlord his forwarding address by email sent on May 19, 2015, and the landlord confirmed receipt of the email on May 20, 2015. The tenant stated that he told the landlord they could keep \$50.00 from the security deposit for cleaning. The landlord instead withheld \$200.00 of the deposit. The tenant stated that the landlord did not do a move-in or move-out condition inspection report, and therefore they cannot claim for damages.

Landlord's Response

The landlord stated that the tenant caused damage to the unit, and they therefore retained \$150.00 of the deposit for repairs, in addition to the agreed-upon \$50.00 for cleaning.

Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenant provided his forwarding address in writing on May 19, 2015, which the landlord confirmed on May 20, 2015. The tenancy ended on May 21, 2015. The landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of the tenancy. I accept the evidence of both parties that the tenant told the landlord they could keep \$50.00 of the deposit for cleaning. I therefore find that the tenant is entitled to double recovery of \$206.25, totalling \$412.50, less \$56.25, the amount that the tenant has already received.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$356.25. 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: December 8, 2015

Residential Tenancy Branch

