



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for return of double the amount of the security deposit.

The tenant and the landlord attended the hearing. The landlord advised that she is the landlord but introduced herself by another name stating that she had reverted to her maiden name. The application was amended, and the style of cause on the frontal page of this Decision reflects the amendment.

The parties each gave affirmed testimony and were given the opportunity to question each other respecting the testimony and evidence provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began about September 5, 2015 and ended on the last day of September, 2015. No written tenancy agreement exists, however rent in the amount of \$450.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$225.00, and no pet damage deposit was collected. A copy of a

receipt dated September 1, 2015 has been provided showing that the landlord collected rent of \$450.00 and security deposit of \$225.00 for a total of \$675.00.

The tenant had some health issues and told the landlord via text message that he couldn't continue to live there and couldn't pay anymore rent so would have to move out. The landlord responded with some crude language and told the tenant that all of his belongings were in the driveway. The tenant was downtown at the time and upon returning to the rental unit found his belongings outside. A friend helped, and the belongings were taken to the friend's house.

The landlord's father met with the tenant at the rental unit at some time, but no "walk-through" was completed. The landlord's father told the tenant that the security deposit would not be returned and if the tenant was going to leave, he should leave. The tenant finished packing and went to get groceries.

The tenant returned to the rental unit during the first week of October and left a note with the tenant's forwarding address in the landlord's mailbox. The landlord has not returned any portion of the security deposit to the tenant.

The landlord testified that at the commencement of the tenancy the landlord told the tenant that the landlord does not complete written agreements because the landlord has 3 kids and if tenants don't work out, they have to leave.

The landlord agreed that \$450.00 for rent and \$225.00 for the security deposit were paid by the tenant and the landlord signed the receipt that has been provided for this hearing.

After the tenant vacated the landlord had to have all the locks changed because the tenant refused to return the keys. The landlord also had to have the carpet cleaned, and combined, that was worth at least the amount of the security deposit.

The landlord also received the tenant's forwarding address in the mailbox. The landlord does not recall when but it was before receiving notice of this hearing. The landlord didn't know why the tenant provided it; there was no mail for the tenant.

The landlord further testified that the tenant moved in on September 1, 2015 and then on October 1, 2015 the tenant texted the landlord saying he had health issues or dental bills and couldn't afford to pay anymore rent. The landlord responded, however not with any foul language, and told the tenant that her father would attend with the tenant to conduct a "walk-through." The landlord's father and the tenant met at the rental unit and

the tenant snuck out without telling the landlord's father he was going to get groceries or leaving the property. The landlord's father waited for a long time for the tenant to return.

The landlord found a yellow duffle bag in the garage and put it to the side of the driveway and texted the tenant telling him if he wasn't going to return the keys, he would have until 9:00 to pick up the bag. The tenant came to the driveway and the landlord asked for the keys and told the tenant the security deposit would be returned, but the tenant refused. The parties had a tug-of-war respecting the return of the security deposit and return of the keys.

Analysis

The *Residential Tenancy Act* states that a landlord must return a security deposit in full to a tenant or apply for dispute resolution claiming against it within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, whichever is later, unless the landlord has the tenant's written consent to keep any portion. If the landlord doesn't return it or apply for dispute resolution within that 15 day period, the landlord must repay the tenant double.

In this case, the parties agree that the landlord received a security deposit from the tenant in the amount of \$225.00 on September 1, 2015. The parties also agree that the tenancy ended on September 30, 2015 and that the tenant paid rent for that month. The tenant testified that the tenant's forwarding address was left in the landlord's mailbox during the first week of October and the landlord did not dispute that, testifying that it was received prior to receiving the hearing package for this hearing. The tenant testified that the hearing package was personally served to the landlord on October 28, 2015 and the landlord didn't dispute that. The tenant's application for dispute resolution was filed on October 16, 2015 and the hearing package was available from the Residential Tenancy Branch for service on the landlord on October 28, 2015. The landlord did not apply for dispute resolution or return the security deposit to the tenant within 15 days and did not have the tenant's written consent to keep any portion. In the circumstances, I find that the tenant has established a monetary claim for double.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$450.00.

This order is final and binding and may be enforced.

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 22, 2015

Residential Tenancy Branch

