



Dispute Resolution Services

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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 for a monetary order for the return of double the security deposit and for the recovery of the filing fee. 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.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on April 01, 2014 and ended on June 30, 2015. The monthly rent was \$3,000.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,500.00.

On May 30, 2015, the tenant provided the landlord with written notice to end the tenancy effective June 30, 2015. The letter also contained a forwarding address for the tenant. The landlord agreed that he had received this letter.

After moving out, the parties communicated by email regarding the cost of the removal of a carpet stain but as of July 23, 2015, the issue had not been resolved and the tenant has not received all or a portion of his security deposit. On July 23, 2015, the tenant made this application.

The landlord filed evidence regarding the cost of repairs that he intended to claim. Attempts were made to mediate the matter, but were not successful. The tenant clearly stated that he wanted the return of double the security deposit.

I explained to the landlord that in regards to the landlord's claims relating to loss that he may have suffered, I am 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 May 30, 2015 and the tenancy ended on June 30, 2015. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy.

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 \$1,500.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. Since the tenant has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$3,050.00**, which represents double the base security deposit and the filing fee. 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 \$3,050.00.

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: January 15, 2016

Residential Tenancy Branch

