



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD

Introduction

This hearing dealt with an application by the tenant for return of double her security deposit and a monetary order for compensation for the landlord's breach of her privacy. Both parties attended the hearing and had an opportunity to be heard.

Background and Evidence

This tenancy began on September 15, 2013 at which time the tenant paid a security deposit of \$550.00. The tenant vacated the rental unit on May 3, 2015 and provided the landlord with her forwarding address in writing (by text) on May 13, 2015. A copy of the text was submitted into evidence. To date, the tenant has not received any of her security deposit back from the landlord. The tenant also testified that she did not give any written authorization to the landlord to retain all or any part of her security deposit.

For her part, the landlord believed that the tenant had given verbal consent for the landlord to retain the security deposit at the end of the move-out inspection.

In connection with the tenant's claim for breach of her right to privacy, the tenant claims that the landlord released private information about the tenant to the tenant's sub-tenant which, according to the tenant, resulted in the sub-tenant being led to believe that she had a claim to the tenant's apartment. The tenant stated that she had evidence of the breach by the landlord but had not submitted it in time for this hearing. In this regard, the tenant requested that the compensation portion of her claim be adjourned so that she could get her evidence together for submission. The landlord opposed such an adjournment noting that the tenant had filed this claim back in early August and that she had had plenty of time to submit her evidence. In this regard, I shared the view of the landlord and I denied the tenant's request for an adjournment.

Analysis

I shall deal with each of the tenant's claims in turn.

Security Deposit Claim - Section 38(1) of the *Act* says that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must do one of the following:

- repay any security deposit or pet damage deposit to the tenant with interest; or
- make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38(6) then goes on to say that if a landlord does not comply with the above, the landlord may not make a claim against the deposit(s) and **must pay the tenant double** the amount of the security deposit, pet damage deposit, or both, as applicable.

In the present case, the landlord has not returned the tenant's security deposit and has not filed a claim against the deposit. The landlord should have taken one of these actions by no later than May 28, 2015. As a result, the landlord must pay to the tenant double the amount of the deposit in the amount of \$1500.00.

The landlord protested that the tenant had verbally agreed during the move-out inspection that the landlord could keep her entire deposit but the Act requires that such an agreement by the tenant be IN WRITING otherwise it is not valid.

Compensation Claim for breach of privacy – As I explained to the tenant at the hearing, there was simply not enough evidence submitted to support this claim and the testimony given by the tenant on this point was vague, confusing and in my unreliable. As a result, this portion of the tenant's claim is dismissed.

Conclusion

I find that the tenant has established a total monetary claim of \$1500.00 representing double the security deposit. This order may be filed in the Small Claims Court and enforced as an order of that Court.

I dismiss the tenant's claim for compensation for breach of privacy.

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: February 02, 2016

Residential Tenancy Branch

