



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AMENDED DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This was an application by the tenant for a monetary order for the return of the security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant and the landlord's representatives participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

### Background and Evidence

The rental unit is house in Surrey. The tenancy began on December 1, 2013 on a month to month. Monthly rent was \$1,200.00 payable on first day of each month. The tenant paid a security deposit of \$600.00 at the start of the tenancy. The tenant testified that the tenants were owners of the property. They sold the house and made a tenancy agreement whereby they would rent a portion of the house and occupy it after the sale completed.

On or about February 22, 2015 the tenant notified the landlord in writing that she intended to move out of the rental unit as of March 31, 2015. The tenant provided her forwarding address in the letter and requested the return of her deposit.

The tenant moved out of the rental unit on March 31, 2015. She testified that her security deposit was not returned. The landlord referred to damage to the rental unit caused by the tenants, but the landlords have not filed an application for dispute resolution and did not submit any documents in opposition to the tenant's application before the hearing on October 14, 2015.

### Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, and I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenant's security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$1,200.00. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,250.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that Court.

The landlords' failure to claim the security deposit within 15 days does not prevent the landlords from filing an application for dispute resolution to claim a monetary award from the tenants for the cost of repairs and cleaning, subject to the time limit provided by section 60 of the *Residential Tenancy Act*.

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 02, 2015

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Residential Tenancy Branch

This Decision is amended pursuant to section 78(1) of the Residential Tenancy Act this 7<sup>th</sup> day on March 2016.

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Residential Tenancy Branch

