



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ABOUGOUSH HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant applies for a monetary award to recover a \$475.00 security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “RTA”).

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant is entitled to recover the deposit? Has s. 38 of the *RTA* been breached by the landlord, entitling the tenant to double the deposit amount?

Background and Evidence

The rental unit is a two bedroom apartment.

The tenancy started August 1, 2013 and ended July 31, 2015.

At the move out inspection conducted at the end of the tenancy, the tenant provided a forwarding address in writing.

The landlord has not repaid the deposit money nor does it have the tenant’s written authorization to keep any of it. It has not applied to recover any money from the tenant, though Mr. N. for the landlord testifies that some cleaning was required after the tenant returned possession.

Analysis

As the landlord has no present award entitling it to offset the deposit, the tenant is entitled to its return.

Section 38 of the *RTA* provides that once a tenancy has ended and once a tenant has provided the landlord with a forwarding address in writing, the landlord must, within 15 days, either repay the deposit money or make an application for dispute resolution to keep it.

In the event a landlord fails to do either, it must account to the tenant for double the deposit money remaining at the end of the tenancy.

I find that the landlord has violated s. 38 by failing to either repay the deposit money or apply to keep it.

The tenant is entitled to recover double the amount of the deposit; \$950.00, plus the \$50.00 filing fee.

Conclusion

The tenant will have a monetary order against the landlord in the amount of \$1000.00

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: March 22, 2016

Residential Tenancy Branch

