



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

Both parties agreed to the following: The tenancy started on September 10, 2015 for a fixed term of three months ending on December 10, 2015. A tenancy agreement was not filed into evidence. The monthly rent was \$730.00 and prior to moving in the tenant paid a deposit of \$365.00. The tenant moved out on October 10, 2015 thereby breaking the fixed term lease.

The landlord agreed that he received the tenant's forwarding address in writing on October 20, 2015. He stated that because the tenant moved out prior to the end of the fixed term, he did not return the deposit.

The tenant made this application on November 12, 2015.

Aanalysis

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 October 20, 2015. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address. 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 \$365.00 and is obligated under section 38 to return double this amount.

Overall the tenant has established a claim of \$730.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount which represents double the base security deposit. 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 **\$730.00**.

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: June 03, 2016

Residential Tenancy Branch