



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant; her advocate; and the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began on September 1, 2015 as a month to month tenancy for a monthly rent of \$350.00 due on the 1st of each month with a security deposit of \$250.00 paid. The parties also agreed the tenancy ended on November 30, 2015 after the tenant vacated the rental unit in mid November 2015.

The parties agreed the tenant provided the landlord with her forwarding address on either December 28, 2015 or December 29, 2015 personally and that the landlord continues to hold the security deposit at the time of the hearing.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony of both parties I find the landlord received the tenant's forwarding address on December 29, 2015 and as such the landlord had until January 13, 2016 to either return the deposit or file an Application for Dispute Resolution seeking to claim against the deposit.

As the landlord has confirmed that he has not returned the deposit or filed an Application seeking to retain the deposit, I find the landlord has failed to comply with the requirements under Section 38(1) of the *Act* and the tenant is entitled to double the amount pursuant to Section 38(6).

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$550.00** comprised of \$500.00 double security deposit owed and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: August 16, 2016

Residential Tenancy Branch