



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding PAL VANCOUVER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, OLC

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.

The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

Issue to be Decided

Did the tenant provide the landlord with a forwarding address in writing? Did the landlord return the security deposit in a timely manner? 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 April 20, 2007 and ended on July 31, 2015. The monthly rent at the end of the tenancy was \$787.00. At the start of the tenancy, the tenant paid a security deposit of \$225.00. On August 05, 2015, the tenant gave the landlord her forwarding address in writing by email.

The landlord stated that the tenant had agreed to allow the landlord to retain the security deposit towards the cost of painting the unit. The tenant denied having agreed to allow the landlord to keep the deposit. The tenancy lasted for about 8 years and the tenant stated that the landlord did not paint the unit during the tenancy.

The tenant stated that since he did not receive the deposit from the landlord he made this application on April 22, 2016.

Analysis

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.

In this case, the landlord agreed that she had received the tenant's forwarding address by email on August 05, 2015. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the receipt of the forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit plus any interest that may have accrued.

The tenant paid the deposit of \$225.00 on April 20, 2007. The interest accrued on this amount is \$5.78. The landlord must return double the deposit (\$550.00) plus the interest (\$5.78) for a total of \$555.78. Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount which represents double the security deposit plus accrued interest. This order may be filed in the Small Claims Court and enforced as an order of that Court.

In regards to the landlord's claims relating to loss that she may have suffered, I am not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. The landlord is at liberty to file her own application for damages against the tenant.

Conclusion

I grant the tenant a monetary order in the amount of **\$555.78**.

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: October 05, 2016

Residential Tenancy Branch