



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for return of his security deposit. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Is the tenant entitled to the requested order?

Background and Evidence

This tenancy began on July 1, 2014. The rent was \$750 per month. The landlord collected an excess amount in security deposit at the outset of the tenancy and was ordered on June 10, 2015 to return \$375.00 to the tenant. The landlord is still holding a security deposit in the amount of \$281.25. The tenant vacated the rental unit on July 8, 2015 but did not provide the landlord with his forwarding address until he served the landlord with his application for dispute resolution in May 2016. The landlord has still not returned the tenant's security deposit.

The landlord testified that the tenant never paid his rent for the month of July 2015 and that the tenant damaged and did not properly clean the rental unit when he vacated. The landlord did not file a claim against the tenant's security deposit.

Analysis

Section 38(1) of the *Act* says that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must do one of the following:

- repay any security deposit or pet damage deposit to the tenant with interest; or
- make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38(6) then goes on to say that if a landlord does not comply with the above, the landlord may not make a claim against the deposit(s) and **must pay the tenant double** the amount of the security deposit, pet damage deposit, or both, as applicable.

In the present case, the landlord has not returned the tenant's security deposit and has not filed a claim against the deposit. The landlord should have taken one of these actions within 15 days of receiving the tenant's application for dispute resolution.

Although the tenant is entitled to double the amount of the deposit, the tenant waived that right at the hearing and simply wants his deposit returned to him in the amount of \$281.25.

Conclusion

I find that the tenant has established a total monetary claim of \$281.25. This order may be filed in the Small Claims Court and 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: November 21, 2016

Residential Tenancy Branch