



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$650.00.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on July 1, 2015 and that the tenant vacated on April 30, 2016.

The parties also agree that the tenant paid a security deposit of \$325.00 at the beginning of the tenancy.

The landlord testified that, no move in inspection report, or moveout inspection report was done with this tenancy.

The landlord also admitted that he received a forwarding address in writing from the tenant.

The tenant is requesting an order for the return of her security deposit, double, claiming that the landlord did not return the deposit within the 15 day time frame required.

The landlord testified that he did not return the deposit and did not apply for dispute resolution to retain any of the deposit, as he was not aware that he was required to.

The landlord also admitted that the tenant had not given him any permission to keep any or all of the security deposit; however he stated that he had kept the deposit due to the fact that he had lost rental revenue for the month of May 2016 and had some cleaning and damage costs, that exceeded the amount of the security deposit held.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution, within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on April 30, 2016 and the landlord has admitted that he had a forwarding address in writing by June 2016, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore, pursuant to section 38(6) of the Residential Tenancy Act, the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$325.00, and therefore the landlords must pay \$650.00 to the tenant.

Conclusion

I have issued an order for the respondents to pay \$650.00 to the applicant.

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: December 12, 2016

Residential Tenancy Branch