



# 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 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 her 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**

The tenant testified that the tenancy started in April 2014 and ended on May 31, 2016. There is no written tenancy agreement. The monthly rent at the end of the tenancy was \$1,600.00. At the start of the tenancy, the tenant paid a security deposit of \$750.00. The tenant stated that she gave the landlord her forwarding address in writing at the time she moved out of the rental unit.

The landlord stated that the respondent named on the tenant's application was not the owner of the unit. The tenant stated that the respondent lived on the lower level of the rental unit and collected rent each month. The tenant added that the security deposit of \$750.00 was also given to the respondent.

The tenant stated that she contacted the respondent multiple times with requests for the return of the deposit but was informed that it would not be returned to her.

### **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 tenant gave the landlord her forwarding address in writing on at the end of tenancy on May 31, 2016. 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. Accordingly, the landlord must return \$1,500.00 to the tenant.

Overall the tenant has established a claim of \$1,500.00. Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount which represents double the 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 **\$1,500.00**.

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: December 16, 2016

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Residential Tenancy Branch