



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF, O

### Introduction

This is an application brought by the tenant(s) requesting an order for return of the \$900.00 security deposit, double, for a total of \$1800.00.

Some 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.

Both parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the tenant has established the right to an order for return of double the security deposit, minus the amount already returned.

At the hearing the tenant stated that she also wanted to deal with an additional monetary claim, stating that the landlord did not use the rental unit for the reasons given in the two month Notice to End Tenancy, however I informed the tenant that I was not willing to deal with that issue as the application for dispute resolution only stated that the tenants were claiming return of the security deposit, in the amount of \$1800.00.

### Background and Evidence

The tenant testified that they vacated the rental unit on May 24, 2016 and the landlord was given a forwarding address in writing on the moveout inspection report on that date.

The tenant further testified that the landlords did not return the security deposit within the 15 day time frame, and in fact it was not mailed until June 15, 2016.

The tenant further stated that they are therefore requesting that the landlord be ordered to pay double the security deposit, as required by the Residential Tenancy Act, minus the \$900.00 already returned.

The landlord testified that they did not return the security deposit within the 15 day time limit because they had requested that the tenant give them a statement regarding damage in the rental unit, however the tenant refused to give that statement. They therefore felt they needed to hold the security deposit in case the damage had been caused by the tenants, however they subsequently decided to return the deposit after the tenant had stated she was going to take them to arbitration.

### 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 admitted that they did not return the security deposit, or apply for dispute resolution within the 15 day time frame.

This tenancy ended on May 24, 2016 and the landlord had a forwarding address in writing by May 24, 2016, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the \$900.00 amount of the security deposit to the tenant, minus the \$900.00 that was returned outside the required timeframe.

I therefore allow the tenants request for a monetary order for \$900.00 and recovery of the \$100.00 filing fee.

Conclusion

Pursuant to sections 38, 67, and 72 of the Residential Tenancy Act I have issued a monetary order in the amount of \$1000.00.

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 23, 2016

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Residential Tenancy Branch