



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the agent's request the respondent's name was amended to the estate of the deceased landlord.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and to the recovery of the filing fee?

Background and Evidence

The tenancy started on April 01, 2016 for a fixed term of six months ending on September 31, 2016. The rent was \$1,200.00 per month due on the first. Prior to moving in, the tenant paid a security deposit of \$600.00.00. The parties agreed that the tenant provided the landlord with her forwarding address in writing on July 04, 2016.

The tenant stated that the landlord requested to retain \$250.00 from the security deposit for the cost of cleaning. The tenant did not agree. The landlord did not return the deposit. The tenant made this application on July 25, 2016.

The landlord stated that he did not return the security deposit because there was considerable damage to the rental unit and that he suffered a loss of income for two months following the end of this tenancy, while he prepared the unit for to be re-rented.

Analysis

In regards to the landlord's claims relating to loss that he 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.

Attempts to reach a settlement were unsuccessful. The landlord stated that he wished to follow through with an application of his own.

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.

Based on the sworn testimony of both parties, I find that the tenant moved out on July 01, 2016 and that the landlord was notified of the tenant's forwarding address in writing on July 04, 2016. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy and of receiving the tenant's forwarding address. Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$600.00 and is obligated under section 38 to return double this amount. Since the tenant has proven her claim, she is also entitled to \$100.00 for the filing fee.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$1,300.00**, which represents double the base security deposit plus the filing fee. 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 **\$1,300.00**.

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: January 26, 2017

Residential Tenancy Branch