



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT GROUP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant applies to recover a \$550.00 security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “Act”).

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the tenant entitled to return of his deposit? Is he entitled to the doubling penalty imposed by s. 38 of the *Act*?

Background and Evidence

The rental unit is a two bedroom apartment. There is a written tenancy agreement. The tenancy started in May 2015 and ended September 30, 2016. The rent was \$1100.00 per month, due on the first of each month.

The tenant returned possession of the premises to the landlord by returning the key on September 29, 2016. He had provided the landlord with his forwarding address in writing at a move-out inspection on September 27.

The landlord’s representative Ms. S. acknowledges that the landlord does not have the tenant’s written authority or an arbitrator’s order under the *Act* to retain any portion of the deposit money.

Ms. S. says that the tenant left the premises in “deplorable condition.” As stated at hearing, the state of the premises at the end of the tenancy is not an issue raised by this application. To pursue that claim it is necessary for the landlord to make its own application for a monetary award. It is free to do so.

Analysis

It is apparent that the tenant is entitled to return of his security deposit. The landlord has, at this time, no lawful right to retain any portion of it.

The facts of this matter fall within s. 38 of the *Act*, which requires that within fifteen days after a tenancy has ended and the tenant’s forwarding address in writing has been received, to either repay the deposit money or make an application to keep it.

The landlord has failed to comply with s. 38 and thus must account for the doubling penalty imposed by that section.

Conclusion

The tenant is entitled to recover \$1100.00, being double the security deposit, plus the \$100.00 filing fee paid for this application. There will be a monetary order against the landlord in the amount of \$1200.00.

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: February 08, 2017

Residential Tenancy Branch