



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

On October 25, 2016, the Tenant submitted an Application for Dispute Resolution for the Landlord to return of all or part of the pet damage deposit or security deposit.

The matter was scheduled as a conference call hearing. The Landlord and Tenant appeared at the hearing. The hearing process was explained and the parties were asked if they had any questions. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to the return of double the security deposit?

### Background and Evidence

The Tenant testified that the tenancy commenced in October 2015, and ended in November 2015. Rent in the amount of \$340.00 was due on the first day of each month. The Tenant paid the Landlord a security deposit of \$170.00.

The Tenant testified that the Landlord did not return the security deposit after the Tenant moved out of the rental unit. The Tenant testified that sometime around April 2016, he sent the Landlord a letter providing his forwarding address in writing and requesting the deposit be returned to him.

The Tenant testified that there was no agreement that the Landlord could keep the security deposit, and there have not been any dispute resolution hearings regarding the deposit.

The Landlord testified that he did receive a letter from the Tenant approximately six months after the end of the tenancy requesting the return of the deposit and providing his forwarding address.

The Landlord testified that he never returned the security deposit to the Tenant. The Landlord testified that he did not return the deposit because the Tenant owes him rent money and left the rental unit unclean at the end of the tenancy.

### Analysis

Section 38 (1) of the Act states that within 15 days after the later of the date the tenancy ends, and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Residential Tenancy Policy Guideline # 17 Security Deposit and Set Off states

*If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.*

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

I find that the Tenant provided his forwarding address to the Landlord sometime around April 2016. The Landlord did not apply for dispute resolution within 15 days of receiving the Tenant's forwarding address. I find that there was no agreement from that the Landlord could retain the security deposit.

I find that the Landlord breached section 38 of the Act. Pursuant to section 38(6) of the Act, the Landlord must pay the Tenant double the amount of the security deposit.

I order the Landlord to pay the Tenant the amount of \$340.00. I grant the Tenant a monetary order in the amount of \$340.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

Conclusion

The Landlords failed to return the security deposit and pet damage deposit to the Tenant in accordance with the legislation.

The Tenant is granted double the amount of the security deposit. I grant the Tenant a monetary order in the amount of \$340.00.

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: May 01, 2017

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Residential Tenancy Branch