



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

The tenant applies to recover a \$290.00 security deposit, doubled pursuant to s.38 of the *Residential Tenancy Act* (the “Act”).

Issue(s) to be Decided

Does the Act apply? Does the landlord have a lawful right to hold the deposit money?

Background and Evidence

The rental unit is a bedroom in a four bedroom basement suite that the landlord rents from the owner of the home. The tenant shared common facilities with the landlord.

There is no written tenancy agreement. The parties agree that the tenant moved in October or November 2016 and moved out November 30, 2016. The rent was \$575.00 per month, due on the first. The landlord received a \$290.00 security deposit.

The landlord does not have the tenant’s written authority or an arbitrator’s order permitting her to keep the deposit money.

The tenant admits he has not given the landlord a forwarding address in writing after leaving the tenancy.

Analysis

While the provisions of the *Act* do not apply to “living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation” (s. 4(c) of the *Act*), the landlord in this case is not the owner. The provisions of the *Act* apply to her and to her relationship with the applicant tenant.

Until the landlord obtains an arbitrator's award or obtains the tenant's written authorization to keep any portion of the deposit money, the tenant is entitled to its return now that the tenancy has ended.

I therefore award him his deposit of \$290.00.

Section 38 imposes a deposit doubling penalty on a landlord if she fails to repay deposit money to the tenant or apply to keep deposit money within fifteen days after the end of the tenancy and receipt of the tenant's forwarding address in writing.

In this case the tenant did not provide the landlord with a forwarding address in writing. He is not entitled to the benefit doubling penalty.

Conclusion

The tenant is entitled to a monetary award of \$290.00 plus recovery of the \$100.00 filing fee for this application. He will have a monetary order against the landlord in the amount of \$390.00.

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: June 20, 2017

Residential Tenancy Branch