Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNSD

Introduction

This hearing was convened in response to an application by the Tenant claiming the return of double the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the "Act").

Issue(s) to be Decided

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

Background and Evidence

The following are agreed facts: The tenancy started on October 23, 2016 and ended on December 23, 2016. Rent of $900.00 was payable monthly. At the outset of the tenancy the Landlord collected $600.00 as a security deposit. The Landlord received the Tenant's forwarding address in writing by mail on January 6, 2017. The Landlord has not returned the security deposit and has not made an application claiming against the security deposit.

The Tenant claims return of double the security deposit.

Analysis

Section 38 of the Act provides 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 the security deposit or make an application for dispute resolution

claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the agreed facts that the Landlord did not return the security deposit or make an application to claim against the deposit I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **$1,200.00.**

Conclusion

I grant the Tenant an order under Section 67 of the Act for **$1,200.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 22, 2017

Residential Tenancy Branch