



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OLC, FF

### Introduction

The tenant applies to recover a \$475.00 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

Does the landlord have a right to retain the deposit? If not, is the tenant entitled to the doubling penalty in s. 38 in the *Act*?

### Background and Evidence

The facts are not in dispute. This tenancy started in late July 2013 and ended April 30, 2017. There is no written tenancy agreement. The monthly rent was \$1150.00 and the tenant paid a \$475.00 security deposit.

The landlord received the tenant’s forwarding address in writing on May 3, 2017. He does not have her written authorization to withhold any of the deposit money and, though he claimed at hearing to be entitled to compensation for repairs and cleaning

costs, he has not made his own application for dispute resolution claiming against the deposit money.

### Analysis

Section 38 is clear in these circumstances: once a tenancy has ended and once a forwarding address in writing has been given a landlord has fifteen days to either repay deposit money or make application to keep all or a portion of it. A landlord who fails to do one or the other must account to his tenant for double the deposit money.

In this case the landlord has failed to comply and must account to the tenant for \$950.00. The tenant is also entitled to recover the \$100.00 filing fee for this application.

The landlord is free to bring his own application for a monetary award within the time limits set by law.

### Conclusion

The tenant will have a monetary order against the landlord in the amount of \$1050.00.

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: August 14, 2017

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Residential Tenancy Branch