



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

Issue to be Decided

Did the tenant provide the landlord with her forwarding address in writing? Did the landlord return the security deposit or make application to retain it? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the filing fee?

Background and Evidence

The tenancy started in September, 2016 for a fixed term of one year. The monthly rent was \$3,800 and prior to moving in the tenant paid a security deposit of \$1,900.00.

The tenant was temporarily living in Canada and upon a change of circumstances she had to return to her country. The tenant provided the landlord with proper notice and moved out on May 31, 2017. A move out inspection was conducted that day and the landlord agreed that the tenant had provided him with a forwarding address in writing on that same day.

The tenant contacted the landlord for the return of the deposit but the landlord did not return it to her. The landlord stated that he had retained the entire deposit towards liquidated damages that the tenant had to pay for ending the tenancy prior to the end date of the fixed term.

The tenant made this application on July 25, 2017.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, the tenant moved out and gave the landlord her forwarding address on May 31, 2017. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit. The landlord currently holds \$1,900.00 for a security deposit. Accordingly, the landlord must return \$3,800.00 to the tenant. Since the tenant has proven her case she is also entitled to the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$3,900.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount, which represents double the security deposit plus the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$3,900.00**.

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: January 30, 2018

Residential Tenancy Branch