



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 double 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 his forwarding address in writing? Did the landlord return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

Both parties agreed to the following: The tenancy started in May 2016 and ended on March 31, 2017. The monthly rent at the end of the tenancy was \$850.00. At the start of the tenancy, the tenant paid a security deposit of \$425.00. On April 19, 2017 the tenant served the landlord with his forwarding address in writing by registered mail. The landlord agreed that she had received the tenant's forwarding address.

The landlord stated that the unit was left in a dirty condition and therefore she retained \$150.00 for the cost of cleaning. The landlord stated that she provided the tenant with a receipt for this expense and sent him a bank draft in the amount of \$275.00.

The tenant testified that he had received the bank draft but was unable to cash it at the bank because the landlord had misspelt his name. On August 22, 2017, the tenant made this application for the return of double the security deposit.

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 gave the landlord his forwarding address by registered mail on April 19, 2017. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the receipt of the forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit. Accordingly, the landlord must return \$850.00 to the tenant. Since the tenant has proven his case he is also entitled to the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$950.00. Accordingly, 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.

In regards to the landlord's claims relating to loss that she may have suffered, I am not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. The landlord is at liberty to file her own application for damages against the tenant.

Conclusion

I grant the tenant a monetary order in the amount of **\$950.00**.

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: February 20, 2018

Residential Tenancy Branch