



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for compensation pursuant to a notice to end tenancy for landlord's use of property.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on May 02, 2020. The tenant provided a copy of a tracking slip. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the tenant informed me that he had forgotten to file a copy of the notice to end tenancy for landlord's use of property and he requested that this portion his application be dismissed with leave to reapply. Accordingly, this hearing only dealt with the tenant's application for the return of double the security deposit.

Issues to be Decided

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

Background and Evidence

The tenant testified that the tenancy began on February 14, 2018 and ended on May 31, 2019. The monthly rent was \$1,600.00. Prior to moving in, the tenant paid a security deposit of \$800.00.

The tenant stated that all communication with the landlord was by email. On June 14, 2020, the tenant sent the landlord an email requesting the return of the deposit accompanied by an email address to send an etranfer to. The landlord responded the same day with a refund of \$600.00 accompanied by a note informing the tenant that \$120.00 was deducted for the cost of cleaning and \$80.00 was deducted for the cost of an unreturned parking tag.

The tenant stated that he did not agree to the deductions and let the landlord know. When the parties could not resolve the issue, the tenant made this application on April 28, 2020.

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.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that on June 14, 2020, the tenant provided the landlord with an email address to return the deposit to by e-transfer. The tenant did not agree to any deductions off the deposit and therefore the landlord was required to make an application for dispute resolution within 15 days of the receipt of the forwarding address, if she intended to make any deductions off the security deposit.

As of April 28, 2020, the landlord had not made application for dispute resolution and had also failed to repay the balance of the security deposit and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the base amount of the security deposit. The landlord collected a deposit of \$800.00 from the tenant and is obligated under section 38 to return double this amount (\$1,600.00). Since the tenant has already received \$600.00, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for the balance of **\$1,000.00**. 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 for **\$1,000.00**.

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: July 14, 2020