

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNSD FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the amount of the security deposit and compensation under section 38. Despite having been served with the notice of hearing and application for dispute resolution by registered mail on November 24, 2008, and deemed served by November 30, 2008, the landlord did not attend this hearing.

Issue(s) to be Decided

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The undisputed facts before me under solemn affirmation are as follows.

The tenancy began on July 1, 2008 and ended on October 31, 2008. The landlord collected a security deposit of \$750 on June 26, 2008. On November 10, 2008, the tenant gave the landlord their forwarding address in writing and requested the return of the security deposit.

Section 38(1) of the Act provides as follows:

38(1) Except as provided in subsection (3) or (4) (a), within 15 days after
the later of

38(1)(a) the date the tenancy ends, and

38(1)(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

38(1)(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

38(1)(d) file an application for dispute resolution to make a claim against the security deposit or pet damage deposit.

Analysis

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 in writing and is therefore liable under section 38(6) which provides:

38(6) If a landlord does not comply with subsection (1), the landlord

38(6)(a) may not make a claim against the security deposit or any pet damage deposit, and

38(6)(b) **must pay the tenant double the amount of the security deposit**, pet damage deposit, or both, as applicable.

The landlord currently holds a security deposit of **\$750** and was obligated under section 38 to return this amount together with the **\$3.78** in interest which had accrued. The amount which is doubled is the \$750 base amount of the deposit before interest.

Conclusion

I find that the tenant has established a claim for **\$1503.78**. The tenant is also entitled to recovery of the **\$50** filing fee. I grant the tenant an order under section 67 for the sum of **\$1553.78**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 07, 2009