



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the tenant to recover double her security deposit and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on March 15 and again on March 18, 2011. Mail receipt numbers were provided in the tenants' documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issue(s) to be Decided

- Is the tenant entitled to recover double her security deposit?

Background and Evidence

The tenant testifies that this month to month tenancy started on June 01, 2010 and ended on January 31, 2011. The tenant paid a monthly rent of \$850.00 in advance on the first day of each month. The tenant paid a security deposit of \$450.00 on May 26, 2010 and has provided a copy of the receipt to confirm this.

The tenant testifies that she gave the landlord her forwarding address in writing on February 03, 2011. The tenant has provided a copy of this letter sent to the landlord. In this letter the tenant also requests the return of her security deposit. The tenant testifies that she did not authorise the landlord to make any deductions from her security deposit and testifies that the landlord did not give them opportunity to attend a move out inspection of the property at the end of the tenancy and the landlord did a walkthrough of the unit after the new tenants had moved in.

The tenant seeks to recover double her security deposit as it was not returned to her within 15 days of the landlords receiving her forwarding address. The tenant states the landlord sent her a cheque for \$200.00 dated April 06, 2011 in final payment. The tenant states she has not yet cashed this cheque. The tenant also seeks to recover the filing fee of \$50.00 paid for this application.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing dated February 03, 2011. As a result, the landlord had until February 18, 2011 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the security deposit within 15 days and has not filed an application for Dispute Resolution to keep the deposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit to the sum of **\$900.00** pursuant to section 38(6)(b) of the *Act*.

The tenant states she still hold the cheque sent by the landlord for **\$200.00** therefore I will deduct this amount from the tenants Monetary Order.

I also find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act*. The tenant is entitled to a Monetary Order as follows:

Double the security deposit	\$900.00
Less the amount already returned	(-\$200.00)
Filing fee	\$50.00
Total amount due to the tenant	750.00

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$750.00**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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: June 30, 2011.

Residential Tenancy Branch