



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This conference call hearing was convened in response to the tenant's application for the return of double the amount of her security deposit.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit as claimed?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. It was not disputed that pursuant to a written agreement, the tenancy started on March 1st, 2009, ended on March 31st, 2011 at a rate of \$1445.00 per month, and that the tenant paid a security deposit of \$700.00.

The tenant testified that she recorded her forwarding address at the bottom portion of the last page of the condition inspection report, and that she sent it to the landlord by registered mail. The landlord acknowledged receipt of that report on May 25th, 2011, but stated that there was an understanding between the parties concerning damage to the stove.

In her application for dispute resolution, the tenant states that the damage deposit was \$697.50. She also states that she did not permit the landlord to keep the security deposit.

Analysis

Section 38(1) of the *Residential Tenancy 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 landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

In this matter the landlord received the tenants' forwarding address on May 25th, 2011; therefore the landlord had until June 9th, 2011 to deal with the security deposit according to statute. The understanding concerning damage in relation to the security deposit was not written. The security deposit was not returned and the landlord did not apply for dispute resolution. Therefore the tenant is entitled to the return of double the amount of the security deposit.

Section 60(1) of the Act provides for the landlord to make an application for dispute resolution over matters related to the tenancy within two years after the tenancy ends. As explained during the hearing, the landlord is entitled to claim monetary compensation against the tenant for any damages alleged, and to submit evidence at that time.

Conclusion

Pursuant to Section 67 of the Act, I grant the tenant a monetary order for the sum of \$1395.00.

This Order may be registered in the Small Claims Court and enforced 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: September 22, 2011.

Residential Tenancy Branch