



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

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

Background and Evidence

Rent in the amount of \$725.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$362.50.

The tenant gave the following testimony; she came to an agreement with the landlords on August 9, 2011 that she would move in on September 1, 2011, on August 16th, 2011 she informed the landlords that she changed her mind and would no longer be moving in, and is now seeking the return of double the security deposit as she has yet to receive it.

The landlords gave the following testimony; posted the unit on the internet on August 18th, 2011, began doing viewings on August 21, 2011, were able to rent the unit for September 1, 2011, and feel that they are entitled to retain the security deposit for their time and effort involved and the costs incurred to rent the unit.

Analysis

This application was filed on October 28, 2011 which has have given both parties ample opportunity to submit receipts or bills that they wished to rely on. During the hearing both parties referred to the “costs” incurred due to this situation, however neither party submitted any documentary evidence as to these costs nor did either party make an application to address these costs. It was explained to both parties that since none of these issues are before me I am unable to make any ruling on them.

The sole issue that is before me in regards to this hearing is as to whether the tenant is entitled to the return of double the security deposit.

Section 38 of the Act states that a landlord must return the security and or pet deposit within 15 days of the later of (a) the date the tenancy ends, and (b) the date the landlord receives the tenant’s forwarding address in writing.

Both parties agree that the landlord received notice on August 16, 2011 that the tenant would not be moving in. Both parties agree that the tenant provided the landlord their forwarding address on September 8, 2011. As the landlord did not return the security deposit nor did they file for dispute resolution within fifteen days of receiving the tenant’s forwarding address, the tenant has satisfied me that she is entitled to the return of double the security deposit as is directed under the Act.

As for the monetary order, I find that the tenant has established a claim for \$725.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$775.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$775.00.

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: January 16, 2012.

Residential Tenancy Branch