DECISION

<u>Dispute Codes</u>   MNSD

<u>Introduction</u>

This hearing dealt with an application by the tenant for return of double the security deposit. Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have acknowledged receiving the evidence of the other party, I am satisfied that both have been properly served under the Act.

<u>Issues(s) to be Decided</u>

Is the tenant entitled to a monetary order?

<u>Background and Evidence</u>

This tenancy began on October 1, 2010 and ended on April 27, 2012. The tenant paid a security deposit of $1,000.00 at the start of the tenancy. The tenant provided the landlord with his forwarding address by text which was accepted by the Landlord.   The Landlord sent the Tenant a bill for costs for money owed on damages and cleaning. The tenant did not consent in writing to the landlord keeping all or any part of his s

ecurity deposit.

<u>Analysis</u>

Section 38(1) of the Act provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the entire security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord has done neither.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord may not make a claim against the deposit and must pay the tenant double the amount of the security deposit.

Conclusion

Based on the above, I find that the tenant is entitled to an order that the landlord pay to her double the security deposit. I therefore order that the landlord pay to the tenant the sum of $2,000.00 representing double the deposit. This order may be filed in 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: July 20, 2012.

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Residential Tenancy Branch