



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

This is the Tenant's application for a monetary order for double the security deposit paid to the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that she handed the Notice of Hearing documents to the Landlord's agent, the office manager, at the rental property on March 16, 2012. She testified that she also gave the office manager copies of her documentary evidence on that date.

Based on the affirmed testimony of the Tenant, I am satisfied that the Landlord was duly served with the Notice of Hearing documents pursuant to the provisions of Section 89 of the Act. In spite of being served with the documents, the Landlord did not sign into the teleconference and the Hearing continued in his absence.

Issues to be Decided

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38 of the Act?

Background and Evidence

This tenancy began on September 1, 2011. The Tenant testified that there was no written tenancy agreement. The Tenant testified that monthly rent was \$600.00 and that she paid a security deposit in the amount of \$300.00 on September 1, 2011. The Tenant provided a copy of the Ministry of Social Development's "shelter information" form in evidence.

The Tenant stated that the tenancy ended and she provided her forwarding address to the office manager at the rental property on March 14, 2012. She stated that she also mailed written notification of her forwarding address to the Landlord by registered mail on March 14, 2012. The Tenant stated that the Landlord refuses to return any of her deposit because he says she owes rent to the Landlord. The Tenant stated that the Landlord insists her rent was \$800.00, but it was only \$600.00. She stated that she did

not give the Landlord permission to retain any of the security deposit and that there are no other director's Orders with respect to the security deposit.

Analysis

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

I find that the Landlord received the Tenant's forwarding address in writing on March 19, 2012, five days after it was mailed. I accept the Tenant's affirmed testimony that the Landlord did not return the security deposit within 15 days of receipt of the Tenant's forwarding address, nor did the Landlord file for dispute resolution against the security deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, I find that the Tenant is entitled to a monetary order for double the security deposit, in the amount of **\$600.00**. No interest has accrued on the security deposit.

Conclusion

I hereby provide the Tenant a Monetary Order in the amount of **\$600.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 23, 2012.

Residential Tenancy Branch