



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of her security deposit, doubled, and for recovery of the filing fee.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit, doubled, and to recover the filing fee?

Background and Evidence

I heard undisputed testimony that this single room occupancy month to month tenancy began on September 1, 2011, ended on April 30, 2012, monthly rent was \$700.00 and the tenant paid a security deposit of \$350.00 prior to the tenancy, on or about August 11, 2011.

The tenant's monetary claim is in the amount of \$750.00, comprised of her security deposit of \$350.00, doubled, and for recovery of the filing fee of \$50.00.

The tenant gave undisputed evidence that the landlord was provided her written forwarding address in a letter dated May 9, 2012, hand delivered on that date, that she did not agree to allow the landlord to make any deductions from her security deposit and that to date, the landlord has not returned any portion of her security deposit.

Landlord's response-

The landlord agreed that the tenant provided her written forwarding address on May 9, 2012, but testified that he has not returned the security deposit as he did not believe it was her actual address, which was important for the purpose of his filing an application for dispute resolution.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the landlord is in breach of the Act.

Under section 38 of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended on April 30, 2012, that the landlord received the tenant's written forwarding address on May 9, 2012, the tenant has not agreed to any deductions from her security deposit, the landlord has not applied for arbitration claiming against the security deposit and has not returned any portion of the tenant's security deposit.

Conclusion

I therefore find the tenant has established a monetary claim in the amount of \$750.00, comprised of her security deposit of \$350.00, doubled, and for recovery of the filing fee of \$50.00.

I therefore grant the tenant a final, legally binding monetary order in the amount of \$750.00, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement 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: August 28, 2012.

Residential Tenancy Branch