



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order reflecting compensation for the double return of the security deposit, in addition to recovery of the filing fee. Both parties attended and / or were represented in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on May 1, 2012. Monthly rent of \$500.00 was due and payable in advance on the first day of each month, and a security deposit of \$250.00 was collected.

Tenancy ended on or about October 1, 2012. Thereafter, by letter to the landlord dated October 4, 2012, the tenant provided her forwarding address for purposes of the return of her security deposit. To date, however, the tenant's security deposit has not been returned. The landlord's agent described the landlord's concern with an increase in the amount of hydro bills during the term of the tenancy, and cited this as the main reason why the landlord retained the tenant's security deposit after tenancy ended.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of 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 security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and the affirmed testimony of the parties, I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after the tenant provided her forwarding address by letter dated October 4, 2012. Accordingly, I find that the tenant has established entitlement to compensation reflecting the double return of the security deposit in the total amount of **\$500.00** (2 x \$250.00).

Following from the tenant's successful application, I find that the tenant has also established entitlement to recovery of the **\$50.00** filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$550.00** (\$500.00 + \$50.00). Should it be necessary, this order may be served on the landlord, filed 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: January 24, 2013

Residential Tenancy Branch

