



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

The tenant applies for a monetary order from the landlord, for the return of the tenant's security deposit, doubled, return of half the rent for March, 2013, and the value of a dresser retained by the landlord following the ending of this tenancy.

The landlord failed to attend the hearing. I accept that the landlord was properly served with notice of this application and this hearing, by way of registered mail.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit, doubled?

Background and Evidence

This tenancy began November 15, 2012 and ended on March 10, 2013. The tenant was subletting the unit from the landlord. She paid a security deposit of \$250.00, with the final installment being paid November 1, 2012, none of which has been returned. She paid rent every month, until and including March, 2013, but never received any rent receipts from the landlord.

On March 5, 2013, the landlord demanded the tenant vacate within 10 days, ostensibly because she could get higher rent from someone else. She threatened to throw the tenant's items out on the street and call the police if she failed to move out. The tenant moved out all her possessions by March 10, 2013, excepting a dresser. In a discussion with the landlord on that date, the landlord that the tenant would return the key upon receiving back her deposit, and half of the rent paid for March. On April 1, 2013, the tenant arranged for her key to be delivered to the landlord, along with a phone number. The landlord never contacted the tenant again. The landlord never returned any money, or the tenant's dresser, which was purchased by the tenant at Walmart on about November 22, 2013, for \$44.80.

The tenant never consented in writing to the landlord retaining any of the deposit, and that the landlord has not filed a formal application to retain the deposit within the required 15 day period.

Analysis

In most situations, section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address, to either return the deposit or file an application to retain the deposit. If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the security deposit (section 38(6)). There is no evidence before me that any of the exceptions to the landlord's obligations under section 38(1) apply in this case. There is no evidence that any statutory grounds extinguish the tenant's right to claim the deposit. I find the tenant entitled to double the deposit, which is \$500.00.

I find the landlord wrongfully ended this tenancy, and breached her agreement to refund the tenant the half rent for March. The tenant is entitled to a rent refund of \$250.00.

The landlord has retained possession of the tenant's dresser, and has failed to return it. The tenant is entitled to recovery of the cost of the dresser of \$44.80.

The tenant is awarded the total sum of \$794.80, which is payable by the landlord to the tenant immediately.

Conclusion

The tenant is entitled to double the deposit, refund of half March's rent, and recovery of the value of the dresser, for a total sum of \$794.80.

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: October 08, 2013

Residential Tenancy Branch