Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KULDIP BRING
and [tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u>   MNSD

<u>Introduction</u>

This matter dealt with an application by the Tenant for the return of double the security deposit.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") first in person to the Landlord's husband on November 22, 2013 and then by registered mail on November 28 or 29, 2013. The Landlord confirmed receiving the Tenant's hearing package. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenant in attendance.

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

1. Is the Tenant entitled to the return of double the security deposit?

<u>Background and Evidence</u>

This tenancy started on November 15, 2012 as a fixed term tenancy for 12 months. Rent was $550.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of $275.00 on November 15, 2012. Both parties agreed no move in or move out condition inspection reports were completed.

The Tenant said the Landlord said she wanted to end the tenancy early so the Tenant agreed and gave the Landlord written notice on September 12, 2013 that she was moving out of the unit on October 1, 2013. The Tenant said she cleaned the unit and gave the Landlord her forwarding address in writing on October 1, 2013 the day the tenancy ended. The Tenant said the Landlord has not given her security deposit back so she has applied for double the deposit of $550.00 as indicated in section 38 of the Act.

The Landlord said she did not want to end the tenancy early and the Tenant did not give her proper notice to end the tenancy. As well the Landlord said the unit was left in an unclean state. The Landlord continued to say that because of the improper notice to end the tenancy and the poor condition the Tenant left the unit in the Landlord kept the Tenant's security deposit.

Further the Landlord said she has not made an application to retain the Tenant's security deposit.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) **must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable**.

I find from that the Tenant did give the Landlord a forwarding address in writing on October 1, 2013. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by October 15,

2013. Consequently I find for the Tenant and I award the Tenant double the security deposit of $275.00 in the amount of $275.00 X 2 = $550.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for $550.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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: March 17, 2014

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Residential Tenancy Branch