



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant for return of the double the security deposit. Both parties appeared and had an opportunity to be heard.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order and, if so, in what amount?

### Background and Evidence

This tenancy commenced September 1, 2012 and ended December 31, 2014. The monthly rent of \$1200.00 was due on the first day of the month. The tenant paid a security deposit of \$600.00.

On February 18, 2015, the tenant sent the landlord a letter by registered mail that contained his forwarding address. Not only did the tenant file the registered mail receipt as proof of service of this letter but the landlord admitted receipt of the letter.

The landlord did not return the security deposit and only filed an application for dispute resolution claiming against the security deposit last week.

### Analysis

Section 38(1) of the *Residential Tenancy Act* provides that within 15 days after 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 to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord did neither within the 15 day period.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord must pay the tenant double the amount of the security deposit. The legislation does not allow any flexibility on this issue.

I find that the tenant is entitled to an order that the landlord pay him the sum of \$1200.00, representing double the security deposit and I grant the tenant an order in this amount.

As explained in the hearing, this order does not prevent the landlord from filing a separate application for dispute resolution against the tenants for a monetary order for any damages or cleaning costs that may be proven at that hearing.

Conclusion

A monetary order in favour of the tenant has been made. If necessary, this order may be 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: May 20, 2015

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Residential Tenancy Branch

