



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vladikovic Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on May 5, 2015 as a fixed-term tenancy to end on May 5, 2016. At the outset of the tenancy the tenant paid the landlord a security deposit of \$600.00. The tenancy ended on September 30, 2015. On October 10, 2015 the tenant's father's email the landlord a forwarding address. On October 21, 2015, at the address the tenant's father provided, the tenant received a cheque for \$350.00. The tenant did not give the landlord written authorization to keep any portion of the deposit, and the landlord did not apply for dispute resolution to keep any portion of the deposit.

The landlord agreed with these facts but believed he had a verbal agreement with the tenant that he could deduct for carpet cleaning, as the tenant acknowledged there was a stain in the carpet.

### Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution, unless the tenant agrees in writing that the landlord may retain a specific amount from the deposit. If the landlord fails to take the required steps, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenancy ended on September 30, 2015, and the tenant provided her forwarding address on October 10, 2015. The landlord repaid \$350.00 of the security deposit within 15 days of receiving the forwarding address, but did not repay the balance of the security deposit or make an application to keep the deposit. I therefore find that the tenant has established a claim for double recovery of the outstanding amount of the security deposit, in the amount of \$500.00. As the tenant did not cash the cheque for \$350.00, I add that amount to the monetary order. If the tenant is able to cash the cheque then that amount must be deducted from the monetary order.

As her application was mostly successful, the tenant is also entitled to recover the \$50.00 filing fee for the cost of this application.

### Conclusion

The tenant is entitled to \$550.00. As the tenant did not cash the cheque for \$350.00, I add that amount to the monetary order. If the tenant is able to cash the cheque then that amount must be deducted from the monetary order.

I grant the tenant an order under section 67 for the balance due of \$900.00. 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: January 25, 2016

