



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of a double the security deposit and to recover the filing fee.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on July 11, 2018. 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 parties present.

Issues(s) to be Decided

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

Background and Evidence

This tenancy started on July 15, 2016 as a month to month tenancy. The tenancy ended February 28, 2018. Rent was \$1,350.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$640.00 at the start of the tenancy. The Tenant said no condition inspection reports were completed and signed for this tenancy.

The Tenant said that she moved out of the rental unit on February 25, 2018 and returned and cleaned the unit for the end of the tenancy on February 28, 2018. The Tenant continued to say that she gave the Landlord a forwarding address in writing on March 7, 2018. The Tenant continued to say that she tried twice to do a walk through with the Landlord at the end of the tenancy but the Landlord was unavailable. The Tenant said she cleaned the unit before leaving and she asked the Landlord for her security deposit back. The Tenant said she has not received her security deposit so she made this application for double the deposit.

The Landlord said she has not made an application and she has not returned the Tenant's security deposit. The Landlord continued to say that the unit was not cleaned properly and there was damage to the sink, door and carpets. As well the Tenant did not return the keys until March 7, 2018 so the Landlord had to rekey the doors. The Landlord said she kept the deposit to cover her costs.

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 accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on March 7, 2018. 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 March 22, 2018. Consequently, I find for the Tenant and grant an order for double the security deposit of \$640.00 in the amount of $\$640.00 \times 2 = \$1,280.00$.

As the Tenant was successful in this matter I order the Tenant to recover the filing fee of \$100.00 from the Landlord. Pursuant to section 67 a monetary order for \$1,380.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$1,280.00 and the filing fee of \$100.00.

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 \$1,380.00 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: November 06, 2018

Residential Tenancy Branch