



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

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

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on November 4, 2011 and then reserved the Amended Application and Notice of Hearing (the “hearing package”) on January 6, 2012 when the Tenant found out the Landlord had changed their address. 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 in the Landlord’s absence.

### Issues(s) to be Decided

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

### Background and Evidence

This tenancy started in November, 2008 as a month to month tenancy. The tenancy ended in March, 2011. Rent was \$375.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$187.50 on November 26, 2008.

The Tenant said that he moved out of the rental unit in March, 2011 and gave the Landlord a forwarding address in writing on March 22, 2011. The Tenant said there was a move in condition inspection report completed, but there was no move out condition inspection report completed. The Tenant’s Advocate said that her office forwarded a letter with the Tenant’s written forwarding address and a request for the security deposit to the Landlord on March 22, 2011. The Advocate continued to say the Landlord said they would return the deposit if they had confirmation that the deposit was actually paid. The Tenant’s Advocate said she faxed the Landlord a copy of a Ministry print out on June 28, 2011, that confirmed the security deposit was paid on November 26, 2008. Both the letter containing the Tenant’s forwarding address and the copy of the Ministry print out were submitted into evidence by the Tenant. The Advocate said the Landlord still refused to return the deposit therefore the Tenant has applied for double his security deposit as indicated in the Act.

## 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 March 22, 2011. 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. Consequently I find for the Tenant and grant an order for double the security deposit of \$187.50 in the amount of  $(\$187.50 \times 2 = \$375.00)$  \$375.00, plus accrued interest of \$0.28 from November 26, 2008 to January 23, 2012 for a total in the amount of  $\$375.00 + \$0.28 = \$375.28$ .



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## Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 of the Act, I grant a Monetary Order for \$375.28 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*.

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Dispute Resolution Officer