



# 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 the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking the return of her security deposit.

The parties appeared and the hearing process was explained. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of her security deposit?

### Background and Evidence

This tenancy began in September 2010 and ended on February 29, 2012.

The parties agree the tenant paid a security deposit of \$372.50 at the beginning of the tenancy.

The tenant submitted that she gave her written forwarding address to the landlord on February 29, 2012, by depositing the document through the mail slot at the office where she formerly deposited her rent cheques.

The tenant stated that the landlord has not returned her security deposit.

The tenant stated that there was no move-in or move-out condition inspection report and that she was not offered any opportunity for having an inspection.

The landlord acknowledged receipt of the tenant's written forwarding address, but disputed the date of receipt, saying that the date was not February 29, 2012, but rather the date was March 2, 2012.

The landlord confirmed that he has not returned the tenant's security deposit. There was confusion as to whether or not the landlord has recently filed an application, on May 1, 2012, as he claimed; however a search of the records revealed no such application.

### Analysis

Based on the testimony and evidence provided, and on a balance of probabilities, I find as follows:

Section 38(1) of the *Act* requires a landlord to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of receiving the tenant's forwarding address in writing after the end of the tenancy. Section 38(6) of the *Act* states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the security deposit.

In this case, the landlord acknowledged the end of the tenancy on February 29, 2012, that he received the tenant's written forwarding address by March 2, 2012, and did not return the tenant's security deposit or file an application within fifteen days of that date.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double her security deposit.

### Conclusion

I find that the tenant has established a total monetary claim for the sum of \$745.00, comprised of the tenant's security deposit of \$372.50, doubled.

I grant the tenant a monetary order for \$745.00 and enclose that monetary order with the tenant's Decision. This order is a legally binding, final order, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the landlord fail to comply with this monetary order.

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 03, 2012.

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Residential Tenancy Branch