



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant provided copies of two tenancy agreements. The first agreement was for a 6 ½ month fixed term tenancy beginning on August 15, 2012 and the second for a 2 month fixed term beginning on March 1, 2012 and ending on April 30, 2012. The agreement states the monthly rent was \$940.00 due on the 1st of each month and that a security deposit of \$450 was paid on July 25, 2011.

The parties agreed the tenancy ended on April 30, 2012 and that the tenant agreed in writing that the landlord could withhold \$250.00 from the deposit for damage to some blinds.

The parties also agree the tenant provided the landlord with her forwarding address on May 4, 2012. The landlord testified that she had tried to contact the tenant several times after the end of the tenancy to deal with other damage discovered in the move out inspection but that the tenant did not respond to the landlord's attempts.

Both parties agree the landlord has not provided any portion of the security deposit back to the tenant at the time of this hearing.

Analysis

Despite the landlord's testimony and evidence that she attempted to contact the tenant on several occasions and the tenant refused contact, I find that there is no requirement for the tenant to contact the landlord after the end of a tenancy.

I also find the only obligations at the end of tenancy for a tenant is to provide the landlord with her forwarding address, and then only if the tenant seeks return of all or part of their security deposit.

However, Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit less any agreed upon amounts or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

As the tenancy ended on April 30, 2012 and the parties agreed the tenant served the landlord with her forwarding address in writing on May 4, 2012, and allowing 5 days for delivery, I find the latest the landlord was required to return the deposit less the \$250.00 the parties had agreed to or file an Application for Dispute Resolution to claim further against the deposit was May 23, 2012.

As the landlord has not yet returned any amount to the tenant nor has she filed an Application for Dispute Resolution to claim against the deposit, I find the landlord has failed to comply with Section 38(1) of the *Act* and pursuant to Section 38(6) the tenant is entitled to double the amount of the balance of the deposit less the agreed upon deduction.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$450.00** comprised of \$400.00 double the amount of the balance of the security deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the **tenant**. If the **tenant fails** to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 02, 2012.

Residential Tenancy Branch