



# 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 a monetary order for a return of her security deposit.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

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

### Background and Evidence

The undisputed evidence shows that this tenancy began on October 1, 2011, ended on June 30, 2012, monthly rent was \$815.00 and the tenant paid a security deposit of \$400.00 shortly prior to the start of the tenancy.

The tenant said that she gave the landlord her written forwarding address to the landlord's sister on June 30, 2012, who attended the move out inspection on behalf of the landlord who was out of town.

The tenant said that she did not receive her security deposit and again sent the landlord her written forwarding address in a letter sent on July 25, 2012.

The tenant supplied a copy of the letter.

The tenant testified that the landlord has not returned any portion of the security deposit.

The tenant also testified that she has not signed over any portion of the security deposit to the landlord.

The tenant also seeks a return of her 3 post dated rent cheques that she claimed the landlord still holds.

In response, the landlord confirmed having received the letter, but claimed that the address used by the tenant was not valid. In support of this contention, the landlord said that he mailed the post dated rent cheques; however, the mail was returned to him.

When questioned, the landlord confirmed that he did not return the tenant's security deposit due to alleged issues with the rental unit and notice to end the tenancy.

There is no evidence before me that the landlord filed for dispute resolution.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 38 of the Act, at the end of a tenancy a landlord is required 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 the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply with this portion of the Act, then the landlord must pay the tenant double their security deposit.

In the case before me, although the landlord denied receiving the tenant's written forwarding address from his sister who attended the inspection on June 30, 2012, the landlord confirmed receiving the letter containing the written forwarding address sent by the tenant on July 25, 2012.

The landlord also confirmed that he did not return the tenant's security deposit.

I therefore find the landlord has failed to comply with section 38 of the Act and therefore I must order the landlord to pay the tenant double her security deposit of \$400.00.

Due to the above, I find the tenant is entitled to a monetary award of \$800.00.

I also order that the landlord return to the tenant all her post dated rent cheques immediately.

Conclusion

I grant the tenant a final, legally binding monetary order in the amount of \$800.00, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court.

I also order, pursuant to section 62 of the Act, that the landlord return to the tenant all her post dated cheques.

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* and is being mailed to both the applicant and the respondent.

Dated: December 06, 2012.

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Residential Tenancy Branch