



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit; a monetary Order for money owed or compensation for damage or loss; and to recover the fee for filing the Application for Dispute Resolution.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Landlord, via registered mail, at the service address noted on the Application, on January 09, 2013. Canada Post documentation was submitted that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Landlord appeared at the hearing.

Issue(s) to be Decided

Is the Tenant is entitled to the return of the security deposit and to recover the cost of filing this Application for Dispute Resolution?

Background and Evidence

The Tenant stated that this tenancy began on October 21, 2012; that the Landlord and the Tenant agreed the market rent for the unit would be \$800.00; that the parties agreed that the Tenant would work as a nanny in lieu of paying rent; that she paid a security deposit of \$200.00 on October 21, 2012; that a condition inspection report was not completed at the start of the tenancy; that she vacated the rental unit on October 31, 2012, as their employment agreement was terminated; that on November 01, 2012 she posted her forwarding address on the Landlord's door; that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

Analysis

On the basis of the undisputed evidence, I find that the Tenant paid a security deposit of \$200.00; that the Landlord did not return any portion of the security deposit; that the Tenant did not authorize the Landlord to retain any portion of the security deposit; that the Landlord did not file an Application for Dispute Resolution claiming against the deposit; and that a forwarding address was posted on the Landlord's door on November 01, 2012.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits. In the circumstances before me, I find that the Landlord failed to comply with section 38(1), as the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit that was paid.

Conclusion

I find that the Tenant has established a monetary claim of \$450.00, which is comprised of double the security deposit and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and 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: March 22, 2013

Residential Tenancy Branch

