



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38.

The Tenant states that the Landlord owns the building containing the rental unit. The Tenant served the Landlord with the application for dispute resolution and notice of hearing to this address by registered mail. Section 89 of the Act provides that an application for dispute resolution may be served on a landlord to the address at which the person carries on business as a Landlord. As the Landlord carries on business as a Landlord at the address to which the mail was sent, I find that the Tenant has served the application in accordance with the Act.

The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The second tenancy began in July 2012 and ended on December 1, 2012. The Landlord collected a security deposit from the Tenant in the amount of \$800.00 in May 2012 and at this time the Tenant signed a tenancy agreement. No copy of this

agreement was provided to the Tenant. A move-in and move-out inspection was conducted or offered by the Landlord. The Tenant provided the forwarding address on several occasions by email and face book between December 1, 2012 and January 1, 2013, requesting the return of the security deposit. The Tenant also requested the Landlord's mailing address from the Landlord however the Landlord did not reply to the Tenant. The Tenant made the application on January 3, 2012 and sent a copy to the Landlord by registered mail on January 3, 2013. The Landlord has not made an application for dispute resolution claiming against the security deposit and did not return the security deposit to the Tenant. The Tenant does not waive return of double the security deposit.

Analysis

Section 38 of the Act provides 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Although the Tenant initially sent the forwarding address by email and other electronic means, it is noted that the Landlord also received the Tenant's address for service in the application which would have been received by the Landlord by January 8, 2013. I find that the receipt of this address in the application effectively meets the Tenant's requirement to provide a forwarding address in writing. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the security deposit in the amount of **\$1,600.00.00**. Although the Tenant did not claim an amount equivalent to double the security deposit on the application, the Tenants did not waive the entitlement contained in the Act.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,600.00**. If necessary, this order may be filed in the 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 Act.

Dated: March 21, 2013

Residential Tenancy Branch