



# Dispute Resolution Services

Page: 1

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 seeking a monetary order.

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

I note that the tenant had originally filed an Application for Dispute Resolution on February 18, 2013 under file #802617 and that he filed a separate Application on April 10, 2013 under file #536235. As both Applications are for the return of the security deposit and it is unclear as to why the Residential Tenancy Branch kept both files opened and scheduled for the same hearing date I have written this decision for both files.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of the security deposit, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agreed the tenancy began in January 2006 as a month to month tenancy for a monthly rent (at the end of the tenancy) of \$728.00 due on the 1<sup>st</sup> of each month with a security deposit of \$350.00. The parties also agree the tenancy ended on January 31, 2013.

The landlord submits that when the tenancy began it was dealt with by her former husband and that when she obtained ownership of the rental unit she did not receive any monies from her former husband in relation to the security deposit.

The landlord submits that she received the tenant's forwarding address when she received the tenant's second Application for Dispute Resolution in mid April 2013 but that she did nothing in response to the Application other than to attend the hearing.

### Analysis

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 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 landlord acknowledges receipt of the tenant's forwarding address in mid April 2013 and that at the time of the hearing she had not filed an Application for Dispute Resolution seeking to claiming against the deposit or returned the deposit, I find the landlord has failed to comply with her obligations under Section 38(1) and the tenant is entitled to double the amount of the deposit in accordance with Section 38(6).

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$700.00** comprised of double the amount of the security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant 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: May 14, 2013

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Residential Tenancy Branch

