



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 seeking a monetary order. The hearing was conducted via teleconference and was attended by the tenant only.

The tenant provided documentary evidence the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 1, 2013 in accordance with Section 89.

The evidence includes confirmation, in the form of tracking information, that the landlord received and signed for the registered mail on March 5, 2013. Based on the documentary evidence of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

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 *Act*.

Background and Evidence

The tenant testified the tenancy began on March 1, 2012 as a month to month tenancy for a monthly rent of \$1,000.00 due on the 1st of each month with a security deposit of \$500.00 paid. The tenant stated she vacated the rental unit on February 1, 2013.

The testified that she left her forwarding address on the counter of the rental unit in a typewritten note and held in place by the keys to the rental unit. The tenant testified she was advised by the landlord to leave the keys on the counter as he could not make it to the rental unit on the final day of the tenancy.

The tenant submitted that she also send the landlord her forwarding address by regular mail on February 3, 2013. She states she has not heard from the landlord since prior to the last day of the tenancy.

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.

Based on the undisputed testimony of the tenant, I find that at the very latest she provided the landlord with her forwarding address in writing on February 3, 2013. Allowing 5 days in accordance with Section 90 of the *Act*, I find the landlord is deemed to have received the tenant's forwarding address by February 8, 2013.

As such, the landlord had until February 23, 2013 to either return the deposit in full to the tenant or file an Application for Dispute Resolution seeking to claim against the deposit. As per the tenant's testimony I accept the landlord failed to return the deposit and I have no evidence before me that the landlord filed an Application for Dispute Resolution.

Therefore I find the landlord failed to comply with Section 38(1) of the *Act* and the tenant is entitled to double the amount of the security 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 **\$1,000.00** 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 23, 2013

Residential Tenancy Branch

