



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 his security deposit, a monetary Order for money owed or compensation for damage or loss, and to recover the filing fee from the Landlord for the cost of filing this Application.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord, via registered mail, on March 20, 2013. The Tenant cited a Canada Post tracking number that corroborates this statement. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

Is the Tenant entitled to the return of his security deposit?

Background and Evidence

The Tenant stated that he moved into the rental unit on February 13, 2013; that he paid a security deposit of \$375.00; that on February 15, 2013 he told the Landlord he was moving out of the rental unit; that he vacated the rental unit on February 15, 2013; that he did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that on February 16, 2013 he wrote his forwarding address on a piece of paper and left it in the Landlord's mail box.

Analysis

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.

On the basis of the undisputed evidence 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 and more than fifteen days have passed since the Landlord received the Tenant's forwarding address, in writing, and the date the Tenant vacated the rental unit.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, 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

The Tenant has established a monetary claim of \$800.00, which is comprised of double the security deposit plus \$50.00 for the cost of filing this Application for Dispute Resolution, and I grant the Tenant a monetary Order in this amount. In the event 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: June 12, 2013

Residential Tenancy Branch

