



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNSD

Introduction:

This was an application by the tenant for recovery of her security deposit. Only the tenant attended the hearing.

Issues:

Is the tenant entitled to recovery of the security deposit?

Background:

The tenant testified that she delivered the dispute resolution package to the landlord's postal mail box on April 2, 2013 at 1:00 PM. The tenant testified that around 4:00 PM that day the landlord text messaged her "please do not contact me any more." The tenant testified that the tenancy began on January 1, 2013 with rent in the amount of \$ 1,150.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 575.00 on January 8, 2013. The tenancy ended on March 31, 2013. The tenant testified that she provided the landlord with her forwarding address in writing by handing it to her on March 16, 2013. The tenant produced a written statement by a witness attested to that. The tenant testified that he had not consented to the landlord retaining any of the deposit and had not received any portion of his deposit to date. The tenant requested double her deposit.

Analysis:

Pursuant to section 88 and 71(2)(b) of the Act I find that the landlord was sufficiently served with the application for dispute resolution on April 2 or at the latest April 7, 2013. I find that the landlord had received the tenant's forwarding address in writing on March 16, 2013 and had not complied with section 38 of the Act by either returning the deposit, obtaining the tenant's consent to retain any portion of same or making a claim against the deposit by way of application for dispute. Accordingly pursuant to section 38 of the Act the tenant is entitled to recover double the security deposit.

Conclusion:

I find that the tenant has established a claim totalling \$ 1,150.00. I grant the tenant a monetary Order in that amount. This Order may be enforced in the Small Claims Court should the landlord not comply with it.

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 25, 2013

Residential Tenancy Branch