



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit and a monetary order for money owed or compensation for damage or loss suffered under the Act, regulation or the tenancy agreement. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 28, 2013 the landlord did not participate in the conference call hearing. The tenant gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to the return of double the security deposit?

Background, Evidence and Analysis

The tenants' undisputed testimony is as follows. The tenancy began on May 1, 2011 and ended on March 31, 2013. The tenants were obligated to pay \$500.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$250.00 security deposit. The tenant stated that the landlord did not offer to conduct a move in or move out condition inspection report as required by the Act.

I address the tenants' claims and my findings around each as follows.

First Claim - The tenant is seeking the return of double the security deposit. The tenant stated that she provided her mailing address in writing at the day of move out by personally handing it to the landlord. The tenant also provided it by e-mail on a later date at the request of the landlord. The tenant provided a copy of the e-mail. Section 38 of the Act addresses this situation as follows.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the balance of probabilities and in the absence of any evidence from the landlord I find that the tenant is entitled to the return of her security deposit of \$250.00 X 2 = \$500.00 as the landlord has not complied with the above.

Second Claim - The tenant is seeking \$2000.00 for not being provided heat during her tenancy. The tenant did not provide any supporting evidence for this claim. I dismiss this portion of the tenants' application.

As for the monetary order, I find that the tenant has established a claim for \$500.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$550.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order of \$550.00.

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: August 29, 2013

Residential Tenancy Branch