



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Scott & Jas Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation reflecting the return of the security deposit. A family member attended as agent on behalf of the tenant and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on June 1, 2011. Monthly rent was \$550.00, and a security deposit of \$275.00 was collected. There is no move-in condition inspection report in evidence.

The tenant gave notice to end tenancy effective at the end of April 2013, and vacated the unit on April 29, 2013. The landlord was informed of the tenant's forwarding address on that same date, and the tenant's agent testified that the landlord indicated that a cheque for return of the security deposit would soon be in the mail. However, to date, the security deposit has not been repaid. There is no move-out condition inspection report in evidence, and it is understood that new renters took possession of the unit effective May 1, 2013.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of 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 or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant's agent, I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days of the date the tenancy ended, which I find is April 30, 2013. As earlier noted, the forwarding address was provided to the landlord on April 29, 2013. Accordingly, I find that the tenant has established entitlement to compensation reflecting the double return of the security deposit in the total amount of **\$550.00** (2 x \$275.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$550.00**. Should it be necessary, this order may be served on the landlord, filed in the 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: October 1, 2013

Residential Tenancy Branch

