



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of the security deposit / and recovery of the filing fee. The tenant attended 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. I note that the address used by the tenant for service of the hearing package is identical to the address shown for the landlord on the written tenancy agreement. 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, the tenancy began on February 1, 2013. Monthly rent of \$750.00 was due and payable in advance on the first day of each month, and a security deposit of \$375.00 was collected. The tenant testified that a \$50.00 deposit was also collected for the remote control giving access to parking.

A move-in condition inspection report was completed with "JP," the landlord's agent, however, the tenant testified that he was not provided with a copy of that report.

Following the tenant's provision of 1 month's notice, the tenancy ended effective April 30, 2013. The tenant testified that a move-out condition inspection report was completed on April 30, 2013 with the landlord's agent, "JP," and that he provided his forwarding address on that report, even while a copy was not later provided to him. The

tenant also testified that he was given no indication by “JP” that there would be any problem with the full reimbursement of his security deposit, or the deposit made on the remote control for access to parking, as all keys to the unit and the remote control were returned. However, to date, neither of these amounts has been repaid.

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, I find that the landlord neither repaid the security deposit, nor filed an application to retain it within 15 days after the end of tenancy on April 30, 2013, which is also the date when the tenant’s forwarding address was provided. Accordingly, I find that the tenant has established entitlement to the double return of the security deposit in the total amount of **\$750.00** (2 x \$375.00).

Further, based on the affirmed / undisputed testimony of the tenant, I find that as all unit keys and the remote control for access to parking were returned at the end of tenancy, the tenant has established entitlement to the full reimbursement of the **\$50.00** deposit collected for the remote control.

Finally, as the tenant has succeeded with his application, I find that he has established entitlement to recovery of the full **\$50.00** filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$850.00** (\$750.00 + \$50.00 + \$50.00). 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: September 25, 2013

Residential Tenancy Branch

