



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on May 24, 2013 for:

1. An Order for the return of the security deposit – Section 38.

The Landlord applied on June 6, 2013 for:

1. A Monetary Order for unpaid rent – Section 67;
2. An Order to retain all or part of the security deposit – Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. Although the conference call hearing lasted longer than ten minutes, the Landlord did not call into the conference to present his claim. The Tenant was prepared and was given full opportunity to be heard, to present evidence and to make submissions. In the absence of the Landlord, I dismiss the Landlord’s application without leave to reapply.

Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

Background and Evidence

The tenancy started on April 1, 2011 and ended on April 30, 2013. Rent of \$860.00 was payable monthly and at the outset of the tenancy the Landlord collected \$400.00 as a security deposit. On May 1, 2013 the Parties mutually conducted a move-out inspection and the Tenant agreed to a \$50.00 deduction from the security deposit for damages to the unit. The Tenant provided its forwarding address in writing at the move-out inspection. The Landlord has not returned the remaining security deposit and the Tenant does not waive the return of double the security deposit.

Analysis

Section 38 of the Act provides 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the undisputed evidence of the Tenant, I find that the tenancy ended on April 30, 2013 and that the Tenant provided the Landlord with her forwarding address in writing on May 1, 2013. As the Landlord did not make an application to claim against the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord must repay the Tenant double the security deposit in the amount of **\$800.00**. Deducting the **\$50.00** pursuant to the Tenant's agreement for such deduction leaves **\$750.00** owed by the Landlord to the Tenant.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$750.00**. If necessary, this order may be 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 03, 2013

Residential Tenancy Branch

