



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD; MNDC; FF

### **Introduction**

This is the Tenant's application for compensation equivalent to double the amount of the security deposit and to recover the cost of the filing fee from the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that the Notice of Hearing documents were mailed to the Landlord, via registered mail, to his residence unit on June 20, 2013. The Tenant provided the registered mail receipt and tracking numbers in evidence. The Tenant stated that the registered mail package was returned to her, unclaimed. She stated that she unsuccessfully attempted to hand deliver the documents to the Landlord on two occasions. The Tenant testified that she left the Notice of Hearing documents on the Landlord's door at the end of July, 2013.

The Tenant testified that she provided the Landlord with copies of her documentary evidence by posting the documents to his door on September 18, 2013.

Based on the Tenant's affirmed testimony and documentary evidence, I am satisfied that the Landlord was duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(1)(c) of the Act. Despite being served with the Notice of Hearing documents, the Landlord did not sign into the teleconference and the Hearing proceeded in his absence.

### **Issues to be Decided**

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38(6) of the Act?

## **Background and Evidence**

The Tenant gave the following testimony:

- This tenancy began on August 1, 2012, and ended on April 30, 2013. The Tenant paid a security deposit in the amount of \$500.00 at the beginning of the tenancy.
- The Tenant tried to set up a time for the Condition Inspection at the end of the tenancy, but the Landlord said he would do one by himself on the next day.
- The Landlord told the Tenant that he would be deducting the cost of shampooing the carpets from the security deposit.
- The Tenant gave the Landlord her forwarding address in writing on May 8, 2013, by leaving the letter in the Landlord's mailbox. A copy of the Tenant's letter was provided in evidence.
- The Landlord has not returned any of the Tenant's security deposit.

## **Analysis**

I accept the Tenant's undisputed affirmed testimony in its entirety.

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

The Landlord did not file an application for dispute resolution against the security deposit and has not returned any of the security deposit to the Tenant.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit.

Therefore, I find that the Tenant is entitled to a monetary order for double the amount of the security deposit (\$500.00 x 2 = **\$1,000.00**).

The Tenant has been successful in her application and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Landlord.

**Conclusion**

I hereby provide the Tenant with a Monetary Order in the amount of **\$1,050.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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

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Residential Tenancy Branch

