



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit and to recover the filing fee from the Landlord for the cost of filing this application.

The Tenant stated that the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord, via registered mail, on July 31, 2013. Canada Post documentation was submitted that shows this package was "refused by recipient". On the basis of this evidence, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

The Tenant stated that documents the Tenant wishes to reply upon at the hearing were sent to the Landlord, via express post, on October 24, 2013, copies of which were submitted to the Residential Tenancy Branch on October 15, 2013. As these documents have been served in accordance with section 88 of the *Act*, they were accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Tenant entitled to the return of the security deposit?

Background and Evidence

The Tenant stated that his tenancy began on June 16, 2012 and that the Tenant paid a security deposit of \$425.00. A copy of a tenancy agreement that corroborates this testimony was submitted in evidence.

The Tenant stated that the tenancy ended on June 30, 2013 and that the Tenant mailed a forwarding address to the Landlord on July 04, 2013. A copy of the document that was mailed to the Landlord on July 04, 2013 was submitted in evidence.

The Tenant stated that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

Analysis

Section 38(1) of the *Act* stipulates 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 either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits.

On the basis of the undisputed evidence, I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not yet repaid the security deposit and the Landlord did not file an Application for Dispute Resolution within fifteen days of the date the tenancy ending and the date the Landlord received the forwarding address that was mailed to the Landlord on July 04, 2013.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit that was paid, which is 850.00.

Conclusion

The Tenant has established a monetary claim of \$900.00, which is comprised of double the security deposit and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: November 04, 2013

Residential Tenancy Branch