



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application filed by the Tenant for a monetary order for the return of double the security deposit.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and that no documentary evidence has been filed by either party, I am satisfied that both parties have been properly served. A person calling into the call, stated that she was calling to request an adjournment on behalf of the Landlord, K.K. stating that he had other personal matters to deal with and could not be present. This person could not provide any details of why the Landlord, K.K. could not be present. The Tenant, J.W. objected to the adjournment. The Landlord, B.H. was present and did not provide any details. At 5 minutes past the start of the hearing, the Landlord, K.K. attended the hearing and participated by providing testimony.

During the hearing, the Tenant amended the monetary claim to \$950.00 from \$1,450.00 as he has since received a cheque for \$500.00 from the Landlord for a partial return of the security deposit of \$725.00.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties agreed that the Tenancy ended on August 15, 2013 and that the Tenant had paid a \$725.00 security deposit. The Tenant states that he is unsure, but “pretty sure that the forwarding address in writing was provided to the Landlord on August 15, 2013. This is disputed by the Landlord, K.K. The Landlord, B.H. stated that she has no dealings for the rental and cannot provide any details. The Tenant is not able to provide any supporting evidence.

The Tenant states that the Landlord failed to return the \$725.00 within the allowed timeframe and seeks a monetary claim of \$925.00, which consists of the missing \$225.00 and \$725.00 for failing to comply with the Act.

Analysis

Section 38 of the Residential Tenancy Act states,

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I find that the Tenant has failed to provide sufficient evidence that the Landlord was properly served with the Tenant's forwarding address in writing and as such is not entitled to compensation under section 38 of the Act. The Tenant's Application for the return of double the security deposit is dismissed. However, the Landlord has admitted to not returning the entire security deposit of \$725.00 and has also failed to apply for dispute resolution to dispute the return of the entire security deposit. The Tenant is

entitled to the return of the \$225.00 portion of the \$725.00 security deposit held back by the Landlord. I order that the Landlord to pay the Tenant, \$225.00. I grant a monetary order under section 67 for \$225.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court..

Conclusion

The Tenant is granted a monetary order for \$225.00.

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: December 12, 2013

Residential Tenancy Branch

