



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

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.

The Tenant stated that on October 25, 2013 she personally served the Landlord with the Application for Dispute Resolution, the Notice of Hearing, and evidence she wishes to rely upon as evidence. In the absence of evidence to the contrary, 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.

Issue(s) to be Decided

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

Background and Evidence

The Tenant stated that this tenancy began on July 01, 2010 and that she paid a security deposit of \$375.00. She stated that the tenancy ended on September 15, 2013; that she did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that she does not believe that the Landlord filed an Application for Dispute Resolution claiming against the security deposit.

The Tenant stated that on October 02, 2013 she left a letter, in which she provided a forwarding address, on a table beside the front door to the Landlord's residence. She stated that she secured the letter with tape. The Tenant stated that a friend witnessed her leaving this letter on the table.

A copy of the aforementioned letter was submitted in evidence. It is signed by both Tenants and a witness, who the Tenant stated is a friend.

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 did not repay the security deposit or file an Application for Dispute Resolution within the 15 day time period.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), 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.

Conclusion

The Tenant has established a monetary claim of \$750.00, which is double the security deposit. 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: January 30, 2014

Residential Tenancy Branch

