



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.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend or submit any documentary evidence. The Tenant states that the Landlord was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail to the Landlord's PO Box on October 17, 2013. The Tenant states that the package was returned as "refused" by the Landlord. I accept the evidence submitted and find that the Landlord was properly served with the notice of hearing package and the submitted documentary evidence.

At the beginning of the hearing, the Tenant states that she received communications and a cheque for \$185.00 from the Landlord, E.G. near the beginning of December 2013. The Tenant wishes to amend her monetary claim to credit the \$185.00 amount returned by the Landlord.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

The Tenant states that after vacating the rental unit on May 31, 2013, the Landlord failed to return the \$362.50 security deposit after repeatedly promising to send it. The Tenant has provided copies of emails from the former property management company who state that a total \$362.50 was received from the Tenants (\$181.25 by K.L. on July 6, 2012 and \$181.25 from the other tenant, K.S. on July 18, 2012). The Tenant states that repeated attempts to serve the Landlord by Canada Post Registered Mail at his PO

Box have been “refused” and returned by Canada Post. The Tenant states that attempts were made on July 26, 2013 and again on October 17, 2013 as shown by the submitted copies of the returned envelopes. The Tenant has provided a copy of the letter dated July 25, 2013 which was sent by Canada Post Registered Mail on July 26, 2013 to the Landlord which confirms the Tenant’s request for the return of the \$362.50 security deposit and providing her forwarding address in writing to the Landlord.

The Tenant seeks a monetary order for \$725.00 which is the return of double the security deposit.

Analysis

I accept the undisputed evidence of the Tenant and find that a claim has been established for the return of double the security deposit of \$362.50.

SECURITY DEPOSIT RETURN

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 provided sufficient evidence to satisfy me that the Landlord failed to return the original \$362.50 security deposit within the allowed 15 day time frame and have not applied for dispute resolution to dispute the return and is subject to Section 38 (6) of the Residential Tenancy Act and must pay to the Tenant double the amount of the security deposit of \$725.00. The monetary claim is adjusted to reflect the \$185.00 partial payment made by the Landlord to the Tenant. The Tenant is granted a monetary order for \$540.00. 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 monetary order for \$540.00.

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: January 09, 2014

Residential Tenancy Branch

