



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Woodsmere Holdings Corp.  
and [tenant name suppressed to protect privacy]

## **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 November 04, 2013 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Tenant wishes to rely upon as evidence was personally served to an agent for the Landlord. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the 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 September 01, 2011; that the Tenant paid a security deposit of \$575.00 and a pet damage deposit of \$250.00; and that a condition inspection report was completed at the start of the tenancy.

The Tenant stated that the tenancy ended on July 31, 2013; that a condition inspection report was completed at the end of the tenancy; 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.

The Tenant stated that she personally provided an agent for the Landlord with a forwarding address for the Tenant, in writing, on July 31, 2013.

### Analysis:

Section 38(1) of the *Residential Tenancy Act (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 repaid the security deposit or filed an Application for Dispute Resolution and more than fifteen days has passed since the tenancy ended and the Landlord received a forwarding address.

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 and pet damage deposit that was paid.

Conclusion:

The Tenant has established a monetary claim of \$1,650.00, which is comprised of double the security deposit and pet damage deposit, and grant 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: February 13, 2014

---

Residential Tenancy Branch

