



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD

### **Introduction**

This is the Tenant's application for return of the security deposit.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that she mailed the Notice of Hearing documents and copies of her documentary evidence to the Landlord by registered mail, sent on November 18, 2013. The Tenant provided a copy of the registered mail receipt and tracking number in evidence. The Canada Post Tracking website indicates that the documents were successfully delivered on November 21, 2011.

Based on the Tenant's affirmed testimony and documentary evidence, I find that the Landlord was duly served in accordance with the provisions of the Act. The teleconference remained open for 12 minutes, but the Landlord did not sign into the conference and the Hearing continued in her absence.

### **Issues to be Decided**

- Is the Tenant entitled to a monetary award pursuant to the provisions of Section 38 of the Act?

### **Background and Evidence**

The Tenant gave the following testimony:

- This tenancy began on September 1, 2012 and ended on August 31, 2013.
- The Tenant paid a security deposit in the amount of \$500.00 at the beginning of the tenancy.
- There was no Condition Inspection conducted at the beginning or the end of the tenancy that complies with the requirements of the Act and the regulation.
- On October 22, 2013, the Tenant gave the Landlord her forwarding address in writing, by express post. Copies of the letter, registered mail receipt and tracking number were provided in evidence.

- The Tenant did not agree that the Landlord could retain any of the security deposit. The Landlord has not returned her security deposit.

### **Analysis**

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

The Landlord has not filed an application for dispute resolution against the security deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, I find that the Tenant is entitled to a monetary order for double the amount of the security deposit (\$500.00 x 2 = **\$1,000.00**). No interest has accrued on the security deposit.

### **Conclusion**

I hereby provide the Tenant with a Monetary Order in the amount of **\$1,000.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: March 17, 2014

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Residential Tenancy Branch

