



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Larlyn Property Management (BC) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of double the security deposit.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution, Notice of Hearing and evidence were sent to the landlord on January 13, 2014 via registered mail at the address noted on the application. A Canada Post tracking number was provided as evidence of service.

At the start of the tenancy a different landlord owned the property. During the tenancy notices were put up in the building informing tenants that the building was now under the control of a new owner. The notices did not supply the address for the landlord. There was an onsite building manager.

As an address was not provided and the tenant was not successful in obtaining an address from the on-site manager, she searched the landlord on the internet and found their head office address in Kelowna. The tenant noted that the company had offices in different provinces.

The tenant sent the hearing documents to the landlord's head office and the landlord accepted the registered mail on January 15, 2014. This was determined when the tenant checked the Canada Post tracking site.

These documents are deemed to 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 return of the deposit paid?

Background and Evidence

The tenancy commenced on May 1 2013. The tenant paid a security deposit in the sum of \$550.00. A copy of the tenancy agreement a condition inspection reports were supplied as evidence.

On October 30, 2013 the tenant and landlord's agent completed a move-out condition inspection report. The report was signed by the tenant and included the tenant's written forwarding address. The tenant was given a duplicate copy of the inspection report. The tenant did not agree to any deductions from her deposit. The report did not indicate the amount of deposit that had been paid as the building a manger did not have a copy of the tenancy agreement with her at the time. The tenant was told that the landlord would have been given copies of the tenancy agreements when they assumed responsibility for the building and the tenancies.

The tenant supplied a written time-line of attempts she made attempting to obtain the deposit. She spoke with the on-site manager who said the paperwork had been sent to the landlord's office on November 6, 2013. On December 12, 2013 the tenant contacted the building manager who agreed the tenant should contact the landlord directly. The tenant called a Vancouver phone number that was provided and was transferred to voice mail where she left a message requesting return of her deposit.

The tenant then emailed the landlord and sent the building manager a message; she did not receive a reply. On January 9, 2014 the tenant attempted to obtain the landlord address from the building manager, but she did not respond.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

There was no evidence before me that the landlord submitted a claim against the security deposit or returned the deposit to the tenant within fifteen days of October 30, 2013; the date the tenancy ended and the tenant provided her written forwarding address. There was no response to the tenant's requests made, either to the on-site manager, or to the individual who she called.

Section 93 of the Act provides:

Obligations pass with transfer or assignment of land

93 *The obligations of a landlord under this Act with respect to a security deposit or a pet damage deposit run with the land or reversion.*

Therefore, I find that the tenant is entitled to return of double the \$550.00 security deposit paid to the landlord at the start of the tenancy. The sum paid was recorded on the tenancy agreement signed by the tenant and the original landlord.

Based on these determinations I grant the tenant a monetary Order in the sum of \$1,100.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant is entitled to return of double the security deposit paid.

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: April 25, 2014

Residential Tenancy Branch

