



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD and FF

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 and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The female Tenant stated that on January 16, 2014 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Tenant wishes to rely upon as evidence were posted on the Landlord's door on January 16, 2014. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings, pursuant to section 71(2)(b) of the *Residential Tenancy Act (Act)*.

The Landlord submitted no evidence. The Landlord was not permitted to testify regarding the condition of the rental unit at this hearing, as that is not an issue in dispute at these proceedings. The Landlord was advised that he has the right to file an Application for Dispute Resolution seeking compensation for damage to the rental unit.

Issue(s) to be Decided:

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

Background and Evidence:

The Landlord and the Tenant agree that this tenancy began on July 01, 2013 and that the Tenant paid a security deposit of \$380.00.

The Landlord stated that the keys to the unit were returned on November 30, 2013 and the female Tenant stated that they were returned on November 23, 2013. The Landlord

and the Tenant agree that the Landlord received a forwarding address for the Tenant, in writing, on November 23, 2013.

The Landlord and the Tenant agree that the rental unit was jointly inspected at the beginning and the end of the tenancy, although a condition inspection reported was not completed on either occasion.

The Landlord and the Tenant agree that the Tenant did not authorize the Landlord to retain the security deposit, in writing; 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.

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 or make an application for dispute resolution claiming against the deposits.

On the basis of the undisputed evidence, I find that the Landlord received the Tenant's forwarding address on November 23, 2013, in writing, and that the tenancy ended on, or before, November 30, 2013. I therefore find that the Landlord was required to either repay the security deposit or make an application claiming against the deposit by December 15, 2013. As the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution claiming against the deposits, I find that he has failed to comply with section 38(1) of the *Act*.

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 that was paid, although no interest is due.

I find that the Tenant's Application for Dispute Resolution has merit and that the Tenant is entitled to recover the fee for filing an Application.

Conclusion:

The Tenant has established a monetary claim of \$810.00, which is comprised of double the security deposit and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing 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: April 29, 2014

Residential Tenancy Branch

