



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on September 1, 2013 as a month to month tenancy for a monthly rent of \$725.00 due on the 1st of each month with a security deposit of \$375.00 paid. The parties agree the tenant vacated the rental unit on December 6, 2013.

The tenant submits that he provided the landlord with his forwarding address by registered mail on January 6, 2014 and the landlord confirmed that he received it on or shortly after that date.

The landlord testified that he had not returned any portion of the deposit and that he has not filed an Application for Dispute Resolution seeking to claim against the deposit.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit.

Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Section 44 stipulates that, among other things, a tenancy ends when the tenant vacates the rental unit. As the parties agree the tenant vacated the rental unit on December 6, 2013 I find that the date the tenancy ended was December 6, 2013.

Based on the testimony of both parties I find the tenant provided the landlord with his forwarding address by registered mail on January 6, 2014. I find the landlord would have received the registered mail no later than 5 days after it was sent. As such, I find the landlord had the tenant's forwarding address by January 11, 2014.

Therefore, I find the landlord would have until January 16, 2014 to either return the deposit in full or file an Application for Dispute Resolution seeking to claim against the deposit to be compliant with Section 38(1).

Based on the landlord's testimony I find that he has neither returned the deposit nor filed an Application for Dispute Resolution to claim against the deposit to date. Therefore, I find the landlord has not complied with Section 38(1) of the *Act* and the tenant is entitled to double the amount of the security deposit pursuant to Section 38(6).

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$800.00** comprised of \$750.00 double the security deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: May 08, 2014

Residential Tenancy Branch

