



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Coastal Health  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, O

### Introduction

This is an application filed by the tenant for a monetary order for the return of double the security deposit.

The tenant attended the hearing by conference call and gave undisputed testimony. The landlord attended the hearing by conference call and gave undisputed testimony. As both parties have attended and have confirmed receipt of the tenant's notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order?

### Background and Evidence

The tenant states that the tenancy ended on February 1, 2014 after providing to the landlord her forwarding address in writing in a letter on December 31, 2013 for the return of the \$250.00 security deposit.

Both parties confirmed that the landlord returned the \$250.00 security deposit in March 2014. The landlord has submitted a copy of a printout for the cheque that was processed on March 27, 2014 in the amount of \$250.00 to the tenant.

The tenant seeks a monetary order under section 38 of the Act as the landlord has failed to return the security deposit within the allowed timeframe.

Analysis

Section 38 of the Residential Tenancy Act states,  
**SECURITY DEPOSIT RETURN**

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24 (1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

(a) the director has previously ordered the tenant to pay to the landlord, and

(b) at the end of the tenancy remains unpaid.

(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or

(b) after the end of the tenancy, the director orders that the landlord may retain the amount.

(5) The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) *[landlord failure to meet start of tenancy condition report requirements]* or 36 (2) *[landlord failure to meet end of tenancy condition report requirements]*.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

(8) For the purposes of subsection (1) (c), the landlord must use a service method described in section 88 (c), (d) or (f) *[service of documents]* or give the deposit personally to the tenant.

I find based upon the undisputed testimony of both parties that the tenant did provide to the landlord her forwarding address in writing on December 31, 2013 and that the tenancy ended on February 1, 2014 as confirmed by the landlord. The landlord confirmed in her direct testimony that the \$250.00 security deposit was not returned to the tenant until March of 2014. The tenant has established a claim for compensation under section 38 (6) (b) of the Act by not returning the security deposit within the allowed 15 day period nor filing an application for dispute resolution.

The tenant is granted a monetary order for \$250.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$250.00.

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: June 26, 2014

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Residential Tenancy Branch

