



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of her security deposit; for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; and to recover her RTB filing fee.

The tenant attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenant gave evidence that she served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by registered mail on February 20, 2014. I find the landlord was properly served.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of her security deposit?  
Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

### Background and Evidence

The tenant gave evidence that the tenancy started in September 2008. The tenant paid a security deposit of \$500.00.

The tenant gave evidence that she moved out of the rental unit on October 15, 2013. She says she provided her forwarding address to the landlord in writing by mail on November 6, 2013. The landlord told her he believed she damaged the washing machine, however the landlord did not file an application for dispute resolution to make a claim against the security deposit.

The tenant's evidence is that she provided her forwarding address to the landlord in writing again on January 20, 2014. The tenant provided a copy of the January 20, 2014 letter in evidence.

The landlord provided some receipts in evidence, but did not attend the hearing.

### Analysis

The process for the return of security deposits is set out in Section 38 of the Act. Pursuant to Section 38(1), the landlord must either repay the security deposit or apply for dispute resolution to make a claim against the security deposit within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing (whichever is later). Alternatively, pursuant to Section 38(4)(a), a landlord may retain all or part of a security deposit if the tenant agrees in writing.

In this case, I find the tenancy ended on October 15, 2013 and the tenant provided her forwarding address to the landlord in writing by January 20, 2014 at the latest. The landlord did not apply for dispute resolution to make a claim against the security deposit within 15 days. Also, the tenant did not agree in writing to the retention of any part of the security deposit. The landlord is therefore obligated to return the entire security deposit to the tenant.

According to Section 38(6), a landlord who fails to follow Section 38(1) must pay the tenant double the amount of the security deposit. In this case, the landlord failed to repay the tenant the amount of \$500.00 from her security deposit. The tenant is therefore entitled to an order for twice that amount, which is \$1,000.00. The tenant is also entitled to recover her RTB filing fee of \$50.00 from the landlord.

I grant the tenant an order under Section 67 for \$1,050.00. This order may be filed in Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the tenant a monetary order for \$1,050.00.

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: July 04, 2014

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Residential Tenancy Branch

