



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for money owed or compensation for damage or loss.

The tenant served each landlord/respondent with his application for dispute resolution package, and Notice of Hearing letter via registered mail on June 16, 2014. The tenant supplied the registered mail receipts containing the date and tracking number of the mail.

Section 90 of the Act states that documents served via registered mail are deemed delivered five days later. Thus the landlords were deemed to have received the tenant's application for dispute resolution and Notice of Hearing letter by June 21, 2014.

The tenant and the landlords attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, the landlords raised no issue with regard to service of the tenant's application or evidence.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, respond each to the other, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order, which includes her security deposit?

### Background and Evidence

The tenant submitted that this tenancy began in September 2009, monthly rent was \$450, and that she paid a security deposit of \$225 at the beginning of the tenancy. The tenant supplied a receipt for that payment.

The tenant submitted that the tenancy ended and she provided her written forwarding address to the landlords on August 6, 2013, by leaving a written letter on that day on the counter of the rental unit, along with the keys. The tenant provided a copy of the letter.

The landlords have not returned the tenant's security deposit.

The tenant submitted that she has made requests to the landlord for a return of her security deposit in full, but they have failed to do so.

The tenant submitted that there was not a move-in or move-out condition inspection of the rental unit or an inspection report provided by the landlords.

The tenant's monetary claim is \$225 comprised of her security deposit, and another amount listed of \$900. The tenant's application did not clearly set out how she arrived at this latter amount.

In response, the landlord denied receiving the tenant's written forwarding address and agreed that they informed the tenant she would not be returned her security deposit.

### Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy if the tenant's right to the security deposit have not been extinguished. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of their security deposit.

In this case, while the tenant could not provide sufficient evidence that she gave the landlords her written forwarding address, in the face of the landlords' sworn denial, I do find that the landlords received the tenant's application containing her address requesting her security deposit be returned, at least by June 21, 2014, and, while I am unable to award the tenant double the amount of her security deposit due to the disputed oral evidence, I find that she is entitled to receive back her security deposit. Also, the tenant has not requested that her security deposit be doubled.

I therefore find the tenant is entitled to a monetary award of \$225 and I order the landlords to return this amount without delay to the address the tenant provided at the hearing and as listed on the style of cause page at the beginning of this Decision.

As to the tenant's claim of \$900, I dismiss with leave to reapply this portion of the tenant's application as the tenant did not provide sufficient particulars of her claim for compensation, as is required by section 59(2)(b) of the *Act*.

### Conclusion

The tenant's application is granted in part as I have ordered the landlords to return the tenant her security deposit and have granted the tenant a monetary award of \$225, comprised of her security deposit in that amount. I therefore grant the tenant a final, legally binding monetary order pursuant to section 67 of the *Act* in the amount of \$225, which I have enclosed with the tenant's Decision.

Should the landlords fail to pay the tenant this amount without delay, the order may be served to the landlords pursuant to section 88 of the *Act* and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlords are advised that costs of such enforcement are subject to recovery from the landlords.

The portion of the tenant's application seeking compensation of \$900 is dismissed with leave to reapply.

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* and is being mailed to both the applicant and the respondents.

Dated: August 5, 2014

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Residential Tenancy Branch

