



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dunowen Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD

Introduction

This hearing concerns the tenant's application for a monetary order for compensation reflecting the double return of the security deposit. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on or about July 13, 2013. Monthly rent of \$565.00 was due and payable in advance on the first day of each month, and a security deposit of \$282.50 was collected. A move-in condition inspection report was not completed.

The tenant testified that she provided no written notice when she ended tenancy on March 02, 2014. A move-out condition inspection report was not completed. The tenant testified that even while she informed the landlord of her forwarding address by way of email on March 13, 2014, the landlord has failed to return any portion of her security deposit.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides 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, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the affirmed testimony of the parties I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution, within 15 days after the tenant informed the landlord of her forwarding address on March 13, 2014. Accordingly, I find that the tenant has established entitlement to a **monetary order** reflecting the double return of the security deposit in the total amount of **\$565.00** (2 x \$282.50).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$565.00**. Should it be necessary, this order may be served on the landlord, filed in the 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: August 18, 2014

Residential Tenancy Branch

