



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for the return of his security deposit.

The tenant attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenant's evidence is that he served the landlord with the Notice of a Dispute Resolution Hearing and the Tenant's Application for Dispute Resolution on May 1, 2014 by registered mail. I find the landlord was properly served.

Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit?

Background and Evidence

The tenancy agreement signed by the parties on August 25, 2013 indicates the tenancy started September 1, 2013 and was a fixed term until February 28, 2014 (at which point the tenant was required to move out). The tenant was obligated to pay \$895.00 rent monthly in advance by the first day of the month. He also paid a security deposit of \$447.50.

The tenant gave evidence that he moved out on February 22, 2014. He provided his forwarding address to the landlord in writing by letter dated April 8, 2014. The tenant provided a copy of the April 8, 2014 letter. The tenant gave evidence that he has had no response from the landlord.

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 February 28, 2014 and the tenant provided his forwarding address in writing by mail on April 8, 2014. 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 \$447.50 from the security deposit. The tenant is therefore entitled to an order for twice that amount, which is \$895.00. The tenant is also entitled to recover his RTB filing fee of \$50.00 from the landlord.

I grant the tenant an order under Section 67 for \$945.00. 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 \$945.00.

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: September 16, 2014

Residential Tenancy Branch

