



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNSD

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary Order for return of the security deposit.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the landlord via registered mail. The tenant did not have the Canada Post receipt with her during the hearing and was provided with the opportunity to supply a copy, in order to allow confirmation of the date of mailing.

The tenant supplied the receipt copy, as requested. The Canada Post receipt and tracking number indicated that the hearing documents were mailed to the landlord on May 10, 2014. The tenant stated she used the landlord's residential address.

These documents are deemed to have been served on the 5<sup>th</sup> day after mailing, in accordance with section 89 and 90 of the Act, however the landlord did not appear at the hearing.

### Issue(s) to be Decided

Is the tenant entitled to return of the deposit paid?

### Background and Evidence

The tenancy commenced on November 1, 2013. A tenancy agreement was not signed. The tenant lived in a lower unit of the home; she had her own kitchen and bathroom. The landlord lived in an upper suite of the home.

The tenant paid a \$500.00 security deposit at the start of the tenancy.

The tenancy ended on March 31, 2014 when the tenant vacated the unit.

On April 3, 2014 the tenant sent the landlord her forwarding address and a request for return of the security deposit. The address was sent via text message. The landlord replied via text message and told the tenant she would not return the deposit as the tenant had verbally promised to live in the unit for at least 1 year. As the tenant was costing the landlord money, landlord said she would not return the deposit. The tenant read from the text messages.

The tenant said that she would like the landlord to return double the security deposit.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I find that it is likely the landlord received the tenant's forwarding address, sent via text message on April 3, 2014. Further, I find that effective May 15, 2014; the 5<sup>th</sup> day after sending the tenant's application for dispute resolution to the landlord that the landlord received the tenant's written forwarding address.

The application for dispute resolution included a service address for the tenant. The landlord was at liberty to use this address to make a claim against the deposit; as required by the legislation, or to return the security deposit. The landlord had fifteen days in which she had to either make a claim against the deposit or return the deposit; no later than May 25, 2014. There was no evidence before me that the landlord submitted a claim against the deposit or returned the deposit.

Therefore, I find, pursuant to sections 38(6) and 67 of the Act that the tenant is entitled to return of double the \$500.00 security deposit paid to the landlord.

Based on these determinations I grant the tenant a monetary Order in the sum of \$1,000.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The tenant is entitled to return of double the security deposit.

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 04, 2014

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Residential Tenancy Branch

