



# 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 a monetary order as compensation reflecting the 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

Landlord "SCA" is also a tenant in the subject unit, and he currently rents the unit from landlord / property manager "SF." Landlord "SCA" sublet a portion of the unit to tenant "UDW." In his application, tenant "UDW" has named both "SCA" and "SF" as landlords.

There is no written tenancy agreement in evidence for this tenancy which appears to have lasted from 12 to 18 months. Monthly rent varied from winter to summer but was approximately \$500.00. A security deposit of \$250.00 was collected. Tenant "UDW" claims he moved out on April 01, 2014, and after repeated assurances from landlord "SCA" that he would return his security deposit, to date no portion of it has been repaid.

Landlord "SCA" claims that tenant "UDW" failed to give proper notice to end tenancy and, as a result, landlord "SCA" lost rental income. This appears to be a main reason why tenant "UDW's" security deposit has not been returned. Landlord "SCA" has not presently sought compensation from tenant "UDW" by filing his own application for dispute resolution.

Tenant "UDW" claimed he verbally gave landlord "SCA" his forwarding address when tenancy ended. Subsequently, tenant "UDW" informed landlord "SCA" of his forwarding address in writing by letter dated June 26, 2014. The letter was sent by registered mail on June 26, 2014, and the Canada Post tracking number was submitted in evidence.

The Canada Post website informs that the item was “successfully delivered” on June 30, 2014.

### Analysis

Based on the documentary evidence and the affirmed testimony of the parties, I find that landlord / property manager “SF” is not a party to this dispute, and that the tenancy agreement was entered into by landlord “SCA” and tenant “UDW.”

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.

I find that tenancy ended on April 01, 2014. I also find that landlord “SCA” was informed in writing of tenant “UDW’s” forwarding address on June 30, 2014. Further, I find that landlord “SCA” has not subsequently repaid any portion of tenant “UDW’s” security deposit of \$250.00. In the result, pursuant to section 38 of the Act I find that tenant “UDW” has established entitlement to compensation reflecting the double return of the security deposit in the total amount of \$500.00 (2 x \$250.00).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of tenant “UDW” in the amount of **\$500.00**. Should it be necessary, this order may be served on landlord “SCA”, 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: October 21, 2014

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Residential Tenancy Branch

