



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Neither party was permitted to testify regarding the condition of the rental unit at the end of the tenancy, as the condition of the rental unit is not the subject of these proceedings. At issue in these proceedings is whether the security deposit was properly retained by the Landlord.

The Landlord stated that an evidence package was delivered to the Residential Tenancy Branch this morning, a copy of which was served to the Tenant, via text message, on October 20, 2014. I did not have a copy of the Landlord's evidence package at the time of the hearing. As the Landlord's evidence package was not submitted to the Residential Tenancy Branch in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure and I did not have a copy of the evidence package, the package has not been accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Tenant entitled to the return of security deposit?

Background and Evidence

The Tenant and the Landlord agree:

- that a security deposit of \$700.00 was paid
- that this tenancy ended on May 31, 2014

- that the tenant provided the Landlord with a forwarding address, in writing, sometime in June of 2014 when by serving the Landlord with this Application for Dispute Resolution
- that the Tenant did not authorize the Landlord to retain the security deposit
- that the Landlord did not return any portion of the security deposit
- that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

Analysis

Section 38(1) of the *Act* stipulates 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 and/or pet damage deposit or make an application for dispute resolution claiming against the deposits. On the basis of the undisputed evidence, I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended and the forwarding address was received.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit.

Conclusion

The Tenant has established a monetary claim of \$1,400.00, which is comprised of double the security deposit, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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

Residential Tenancy Branch

