



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both tenants; the landlord and his witness/agent. The landlord did have additional people in attendance but they were out of the room during the hearing and were not called to testify.

At the outset of the hearing I advised both parties that the hearing was based solely on the tenants' Application for return of the security deposit and not to determine the condition of the rental unit at the end of the tenancy. I advised the decision would be based on whether or not the landlord had complied with his obligations regarding the disposition of the security deposit.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of the security deposit, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties confirmed the tenancy began in February 2012 as a month to month tenancy for the monthly rent of \$670.00 due on the 15<sup>th</sup> of each month with a security deposit of \$335.00 paid. The parties agreed that the tenancy ended at the end of April 2014.

The parties agreed the tenant provided the landlord with his forwarding address in writing on June 7, 2014. The parties also agreed that in the written document the tenant asked only for the return of \$235.00 of the security deposit in recognition of some damage to the carpet.

### Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit less any mutually agreed upon amounts or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony of both parties I find the landlord received the tenant's forwarding address on June 7, 2014 and the landlord had until June 22, 2014 to either file an Application for Dispute Resolution to claim against the deposit or return the deposit to the tenant less any mutually agreed upon amounts.

As such, I find the landlord has failed to comply with the requirements under Section 38(1) and the tenant is entitled to return of double the amount of the security deposit less the \$100.00 that the tenant had agreed the landlord could retain pursuant to Section 38(6).

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$470.00** comprised of double the security deposit amount less the \$100.00 the tenant agreed to leave the landlord.

This order must be served on the landlord. If the landlord fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 30, 2014

---

Residential Tenancy Branch

