



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Virtual Finance Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order reflecting the double return of the security deposit / and recovery of the filing fee. The tenant attended and gave affirmed testimony.

The tenant testified that the application for dispute resolution and notice of hearing were served by way of registered mail. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "unclaimed by recipient."

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on August 01, 2011. Monthly rent of \$850.00 was due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected on July 21, 2011.

The property was sold in February 2012, and the tenant's principal means for communicating with the new landlord was by way of text messaging.

The tenant gave notice in September 2013 of his intent to end tenancy effective October 31, 2013. The tenant exchanged text messages with the landlord in regard to repayment of his security deposit by way of deposit into the tenant's bank account. However, as repayment of the security deposit did not eventuate in that manner, on or about April 30, 2014 the tenant informed the landlord of his forwarding address by way

of text message. Subsequently, however, there has been no repayment of the security deposit.

Analysis

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 the landlord neither repaid the security deposit, nor filed an application to dispute the notice within 15 days after April 30, 2014, which is when I find that the tenant provided the landlord with his forwarding address by way of text message. Accordingly, I find that the tenant has established entitlement to compensation reflecting the double return of his security deposit in the total amount of **\$850.00** (2 x \$425.00).

As the tenant has succeeded with the main aspect of his application, I find that he has also established entitlement to recovery of the **\$50.00** filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$900.00** (\$850.00 + \$50.00). Should it be necessary, this order may be served on the landlord, 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: November 10, 2014

Residential Tenancy Branch

