



# 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.

The female Tenant stated that on August 01, 2014 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant wishes to rely upon as evidence were sent to the Landlord at the service address on the Application for Dispute Resolution, via registered mail. The Tenant submitted an envelope that was mailed to the Landlord on August 01, 2014 and was subsequently returned by Canada Post with a notation on it that indicates the package was "unclaimed". In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlord did not appear at the hearing.

On January 27, 2015 the Tenant submitted documents to the Residential Tenancy Branch which the Tenant wishes to rely upon as evidence, many of which are duplicates of evidence already submitted. The Tenant stated that these documents were served to the Landlord by mail on January 27, 2015. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were 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 female Tenant stated:

- that a security deposit of \$1,625.00 was paid
- that this tenancy ended on April 30, 2014
- that the Tenant provided a forwarding address, in writing, on April 30, 2014 by writing it on a piece of paper and handing it to the Landlord when the keys to the unit were returned
- 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.

The Tenant submitted a copy of a tenancy agreement between the Landlord and the Tenant, which corroborates that a security deposit of \$1,625.00 was collected for this tenancy.

The Tenant submitted a document which appears to be signed by the Landlord, in which the Landlord acknowledged receiving a forwarding address for the Tenant. The female Tenant stated that both the Landlord and the Tenant kept a copy of this document.

### 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 plus interest 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), 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 \$3,250.00, which represents double the security deposit, and I am issuing a monetary Order in that amount. In the event 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: February 16, 2015

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Residential Tenancy Branch

