



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with a tenant's application for a Monetary Order for return of double security deposit. The landlord did not appear at the hearing. The tenant's father, who appeared at the hearing, testified that he personally served the landlord with the hearing documents at the landlord's residence on August 19, 2014 in the presence of a witness. The tenant's father testified that he also sent evidence to the landlord via registered mail on January 22, 2015 and the registered mail was successfully delivered to the landlord. The tenant orally provided the registered mail tracking number as proof of service. Based upon the above, I was satisfied that the landlord has been sufficiently served with notification of this proceeding and I continued to hear from the tenant without the landlord present.

Issue(s) to be Decided

Is the tenant entitled to return of double the security deposit?

Background and Evidence

The tenant seeks return of double the security deposit and provided the following undisputed submissions:

- The tenant entered into a written tenancy agreement with the former owner of the property for a tenancy that commenced July 1, 2012.
- The tenant paid the former owner a security deposit of \$450.00 and a move-in inspection was performed by the tenant and landlord, or landlord's agent.
- During the tenancy the property was sold to the landlord, the current owner of the property, and the security deposit was transferred to the landlord.
- The current landlord presented the tenant with a new tenancy agreement to sign as he was of the position that the existing tenancy agreement was no longer valid since there was a change in ownership but the tenant refused to sign it.

- On May 29, 2014 the tenant gave the landlord a notice to end tenancy effective June 30, 2014 and the notice to end tenancy included her forwarding address.
- The tenant vacated the rental unit June 30, 2014 and the landlord did not conduct a move-out inspection with the tenant despite her enquiry about doing an inspection.
- On July 3, 2014 the landlord sent the tenant a letter using her forwarding address to advise her that he would not be returning the security deposit alleging that she was responsible for damage to the rental unit.
- The tenant did not authorize the landlord to make any deductions from the security deposit.
- The landlord has not served her with a Landlord's Application for Dispute Resolution seeking to claim against the security deposit.

Analysis

The Act provides that a landlord's obligations with respect to a security deposit run with the land. As such, a security deposit paid by a tenant to a former landlord becomes an obligation of the current landlord. I accept the undisputed submissions of the tenant that she paid a security deposit of \$450.00 to the former landlord; therefore, I find the administration of the security deposit under the Act became the current landlord's obligation.

Section 38(1) of the Act requires the landlord to either return the security deposit to the tenant; obtain the tenant's written consent to make deductions from the security deposit as permitted under the Act; or, make an Application for Dispute Resolution claiming against the security deposit within 15 days from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. Where a landlord violates section 38(1) of the Act, the security deposit must be doubled pursuant to section 38(6) of the Act.

In the matter before me, I accept the tenant's undisputed submissions that the tenant provided the landlord with her forwarding address in writing before the tenancy ended, by way of her notice to end tenancy, and since the tenancy ended June 30, 2014 I find that the landlord had until July 15, 2014 to fulfill one of the options available to him, as described in the preceding paragraph, with respect to the security deposit.

Since the landlord failed to obtain the tenant's written consent to make deductions from the security deposit; refund the security deposit to the tenant; or, file an Application for Dispute Resolution claiming against the security deposit by July 15, 2014, I find the

landlord violated section 38(1) of the Act and must now pay the tenant double the security deposit pursuant to section 38(6).

In light of the above, the tenant is awarded \$900.00 (\$450.00 x 2) and recovery of the \$50.00 filing fee. No interest is payable on the security deposit as the interest rate payable on security deposits was 0% throughout this tenancy. Provided to the tenant with her copy of this decision is a Monetary Order in the total sum of \$950.00 to serve upon the landlord and enforce as necessary.

Conclusion

The tenant has been provided a Monetary Order in the sum of \$950.00 to serve upon the landlord and enforce as necessary.

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: March 04, 2015

Residential Tenancy Branch

