



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

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

The hearing was conducted via teleconference and was attended by the tenant.

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on September 25, 2014 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

### 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 *Act*.

### Background and Evidence

The tenant testified the tenancy began in June 2014 as a month to month tenancy for the monthly rent of \$450.00 due on the 1<sup>st</sup> of each month with a security deposit of \$225.00 paid. The tenancy ended on July 31, 2014.

The tenant submits that on August 14, 2014 he provided the landlord with a letter giving the landlord permission to retain \$50.00 from his security deposit for the balance of July 2014 rent owed and asked to have the balance returned to him. In the same letter the tenant provided the landlord with his forwarding address. The tenant testified that he has not received any funds back from the landlord to the date of this hearing.

### 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.

Allowing 3 days for delivery of the tenant's letter of August 14, 2014 I find that landlord was required to return the balance of the tenant's security deposit less the \$50.00 the tenant acknowledges owing the landlord or file an Application for Dispute Resolution seeking to retain the balance no later than September 1, 2014.

As there is no evidence before me that the landlord filed an Application for Dispute Resolution and based on the tenant's undisputed testimony I find the landlord has failed to comply with the requirements of Section 38(1) and as a result the tenant is entitled to double the amount of the balance of \$175.00 owed.

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$350.00** comprised of double the amount of the balance of the security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant 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: April 21, 2015

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Residential Tenancy Branch

