



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was an application by the tenant for a monetary order for the return of her security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant and her named friend participated in the hearing. The landlord did not call in and did not participate in the hearing although she was served with the application and Notice of Hearing by registered mail sent on October 1, 2014,

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Burnaby. The tenant does not have a copy of the tenancy agreement, but she testified that the tenancy began on or about December 15, 2010. The initial monthly rent was \$1,150.00 and the tenant paid a security deposit of \$675.00 at the start of the tenancy. During the tenancy the tenant shared the rental unit with other occupants

The tenant gave notice to the landlord and moved out of the rental unit on September 1, 2014. The tenant testified that she gave the landlord her forwarding address in writing at the end of the tenancy by handing the written forwarding address to the landlord's husband, who lived at the rental property with the landlord.

The tenant testified that she has not received any payment since the tenancy ended. The landlord was served with the application for dispute resolution sent on October 1, 2014, but she has not responded to the tenant or submitted any documentary evidence in response to the application.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I accept the tenant's testimony that she provided the landlord with her forwarding address in writing by giving a copy to the landlord's husband and I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenant's security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$1,150.00. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,200.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered 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: May 15, 2015

Residential Tenancy Branch

