



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of her security deposit, the recovery of photocopying, photos, and postage to prepare for this hearing and the recovery of the filing fee. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on October 30, 2014.

The tenant advised that the landlord did not pick up the package so the tenant, in the presence of a witness; served the Notice of Hearing documents along with all the documentary evidence personally served the landlord on November 28, 2014. I found that the landlord had been properly served the tenants evidence and with the notice of the tenant's claim and the date and time of the hearing in accordance with Section 89 of the Act and the hearing proceeded in their absence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or the tenancy agreement?

Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about January 1, 2014 and ended on September 30, 2014. Rent in the amount of \$650.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$500.00. The tenant stated that she provided her forwarding address to the landlord on September 30, 2014 in writing.

Analysis

The tenant submitted documentary evidence to support her claim which was considered when making a decision.

The Tenant said she is applying for the return of double the security deposit as the Landlord has not complied with the s. 38 of the *Residential Tenancy Act*.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

As the landlord has not filed an application for dispute resolution or returned the deposit, I must award the tenant the return of double the security deposit. The tenant is entitled to \$1000.00.

The tenant was seeking the recovery of photos, copying and postage for this hearing. The Act does not prescribe for the recovery of these costs as these are the costs for litigating ones claim and I therefore dismiss this portion of her application.

As for the monetary order, I find that the tenant has established a claim for \$1000.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$1050.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$1050.00.

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: June 16, 2015

Residential Tenancy Branch

