



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This was an application by the tenant for a monetary order for the return of her security deposits including double the deposit amounts. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord did not attend, although she was served with the application and Notice of Hearing sent by registered mail on December 13, 2014. Canada Post records show that the item was successfully delivered to the landlord on December 16, 2014.

### Issue(s) to be Decided

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

### Background and Evidence

The rental unit is a a suite in the landlord's house in New Westminster. The tenancy began on November 15, 2010. Monthly rent was \$1,350.00.00. The tenant paid a security deposit of \$675.00 on October 23, 2010. The landlord later requested another deposit, said to be a Hydro deposit. The tenant paid the landlord a further \$300.00 deposit on January 15, 2010. The tenant submitted copies of the receipts issued by the landlord for the two deposit payments.

The tenant gave the landlord proper notice that she intended to move out of the rental unit and she moved out on October 30, 2014. The tenant met with the landlord at the rental unit on November 1, 2014 to conduct an inspection of the rental unit. She gave the landlord her forwarding address in writing at that time. The tenant said the landlord had no complaints about the condition of the rental unit. The tenant testified that the landlord told her to come to meet her on November 3<sup>rd</sup> and she would give the tenant her deposit money. The tenant testified that when she met with the landlord, she

refused to return her deposits and said she was no longer going to give them back, supposedly because she did not have new tenants to occupy the rental unit and because, according to the landlord, the tenant needed to re-paint the entire rental unit. The tenant said she had another encounter with the landlord in February of this year when the landlord came to the tenant's home and began harassing her because the tenant had contacted the new occupant of the rental property in order to pick up her mail. The tenant was forced to have the police intervene to stop the landlord from harassing her.

The tenant said that she has sent additional letters to the landlord with her forwarding address asking the landlord to return her deposits, but they have been ignored or returned unclaimed.

The landlord has not returned the security deposits and she did not file an application for dispute resolution to claim the deposits.

### 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 am satisfied that the tenant provided the landlord with her forwarding address in writing on November 1, 2014. The landlord has refused to return the tenant's deposits and has not made an application to claim a monetary award from the tenant or to claim the deposits. I find that the tenant has served the landlord by registered mail with documents notifying the landlord of this application as required by the *Act*.

The tenants' security deposits were 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. The tenant paid deposits totaling \$975.00. I grant the tenant's application and award her the sum of \$1,950.00. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$2,000.00 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: July 23, 2015

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Residential Tenancy Branch

