



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD and FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit and to recover the fee for filing this application.

The Agent for the Landlord stated that the Landlords received the Application for Dispute Resolution and the Notice of Hearing from the Tenant in the mail. She stated that she is representing both Landlords, who are her parents, at these proceedings.

The Tenant did not attend the hearing in support of his Application for Dispute Resolution. In accordance with rule 10.1 of the Residential Tenancy Branch Rules of Procedure, this hearing proceeded in the absence of the Tenant.

### Issue(s) to be Decided

Is the Tenant entitled to the return of security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- a security deposit of \$750.00 was paid;
- this tenancy ended on July 01, 2015;
- the Tenant provided the Landlord with a forwarding address, via text message, sometime in July of 2015;
- the Tenant did not authorize the Landlord to retain the security deposit;
- the Landlord did not return any portion of the security deposit;
- the Landlord did not file an Application for Dispute Resolution claiming against the security deposit; and
- the Landlord retained the security deposit because there was damage to the rental unit.

### Analysis

Section 38(1) of the *Residential Tenancy Act (Act)* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or make an application for dispute resolution claiming against the deposits. On the basis of the undisputed evidence, I find that the Landlords failed to comply with section 38(1) of the *Act*, as the Landlords have not repaid the security deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended and the forwarding address was received, in writing.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlords did not comply with section 38(1) of the *Act*, I find that the Landlords must pay the Tenant double the security deposit.

I find that the Tenant's Application for Dispute Resolution has merit and that he is entitled to recover the fee paid to file this Application.

### Conclusion

The Tenant has established a monetary claim of \$1,550.00, which is comprised of double the security deposit, and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlords do not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The Landlord retains the right to file an Application for Dispute Resolution seeking compensation for damage to the rental unit.

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: November 24, 2015

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Residential Tenancy Branch

