



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Balmoral Hotel  
and [tenant name suppressed to protect privacy]

## **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 provided documentary confirmation that 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 August 6, 2015 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 documentary evidence 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 that the tenancy began on April 27, 2015 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 tenant provided into evidence a copy of a handwritten letter dated May 20, 2015 giving his notice of intent to end the tenancy by June 24, 2015 and providing his forwarding for return of the security deposit.

The tenant testified he has not received any information from the landlord with regard to his security deposit.

### 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 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.

Based on the tenant's undisputed testimony and evidence I find that the tenancy ended on June 24, 2015. I also find the tenant had provided his forwarding address to the landlord prior to the end of the tenancy.

As such, I find the landlord had 15 days from June 24, 2015 or July 9, 2015 to either return the deposit to the tenant or to file an Application for Dispute Resolution seeking to claim against the deposit.

I also accept the tenant's undisputed testimony that he has not received his security deposit back. I also have no evidence before me that the landlord had filed an Application for Dispute Resolution seeking to claim against the deposit.

For these reasons, I find the landlord has failed to comply with Section 38(1) of the *Act* and the tenant is entitled to double the amount of the deposit pursuant to Section 38(6).

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$450.00**, comprised of double the amount 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: December 08, 2015

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Residential Tenancy Branch

