



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JOEL RITCHIE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the Tenant for the return of a security deposit and to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on July 16, 2015. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absences.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security deposit?

### Background and Evidence

This tenancy started on March 1, 2015 as a one year fixed term tenancy. The Tenant said the Landlord and she agreed to a mutual agreement to end the tenancy on July 15, 2015 and the Tenant moved out of the unit on June 29, 2015 to facilitate the Landlord’s request. Rent was \$900.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$450.00 at the start of the tenancy.

The Tenant said that she moved out of the rental unit on June 29, 2015 and gave the Landlord a forwarding address in writing on July 2, 2015. The Tenant said no condition inspection reports were completed and signed for this tenancy. The Tenant continued to say that she cleaned the unit before leaving and she asked the Landlord for her security deposit back. The Tenant said the Landlord has not returned any of her security deposit to date and to the Tenant’s knowledge the Landlord has not made an application for dispute resolution to retain the security deposit.

### Analysis

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.**

I accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on July 2, 2015. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by July 17, 2015. Consequently I find for the Tenant and grant an order for double the security deposit of \$450.00 in the amount of  $\$450.00 \times 2 = \$900.00$ .

As the Tenant was successful in this matter I also order the Tenant to recover the filing fee of \$50.00 from the Landlord; pursuant to section 38 and 67 a monetary order for \$950.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$900.00 and the filing fee of \$50.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for \$950.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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 01, 2015

---

Residential Tenancy Branch

