



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for a return of her security deposit.

The tenant and landlord "MC" attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. The landlord confirmed that the other landlord had received the tenant's application as well.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure ("Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a return of her security deposit?

Background and Evidence

I heard evidence that the tenancy began on January 1, 2014, although the tenant moved into the rental unit in mid-December 2013. The tenant submitted that the

tenancy ended on June 19, 2015, and the landlord submitted that the tenancy ended on June 15, 2015, although there was an arrangement that the tenant would take the next few days to clean the rental unit.

The undisputed evidence was that the monthly rent was \$1100.00 and the tenant paid a security deposit of \$550.00, which has not been returned to the tenant.

In support of her application, the tenant submitted that she provided her written forwarding address to the landlord in a letter sent by regular mail in June 2015, and that despite providing her forwarding address, the landlord has not returned her security deposit.

The tenant submitted that there was no move-in or move-out condition inspection report.

In response, the landlord agreed that he had received the tenant's written forwarding address in June 2015 as stated by the tenant and that the security deposit has not been returned.

Analysis

Under section 38(1) of the Act, within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy, a landlord must either repay a tenant's security deposit or to file an application for dispute resolution claiming against the security deposit.

In the case before me, the undisputed evidence was that the tenancy ended by June 19, 2015, that the tenant provided her written forwarding address in June 2015, and the landlord has not returned the security deposit. The landlord has provided no evidence that they filed an application for dispute resolution claiming against the tenant's security deposit.

Section 38(6) of the Act states that if a landlord fails to comply or follow the requirements of section 38(1), then the landlord **must** pay the tenant double the amount of their security deposit.

I therefore approve the tenant's claim for a return of her security deposit and further find that this amount must be doubled.

Due to the above, I find the tenant is entitled to a total monetary award of \$1100.00, comprised of her security deposit of \$550.00, doubled.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of her monetary award of \$1100.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenant's application requesting a return of her security deposit, which was doubled by operation of the Act, is granted.

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: January 15, 2016

Residential Tenancy Branch

