



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application brought by the tenant requesting a monetary order for the return of a portion of her security deposit.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on February 10, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicants testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that at the beginning of this tenancy she paid a security deposit of \$350.00.

The applicant further testified that the tenancy ended on February 1, 2016 and at that time she handed the landlord a forwarding address in writing, which the landlord crumpled up and threw on the ground.

The applicant further testified that the landlord deducted \$100.00 from her security deposit without any permission to do so, and therefore she is requesting an Order for the landlord to return her full deposit plus any penalties required under the Residential Tenancy Act.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants full security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on February 1, 2016, and I accept the tenants sworn testimony that she served the landlord with a forwarding address in writing by hand on that same date, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$350.00, and therefore the landlord must pay \$700.00, minus the \$250.00 already returned, for a difference of \$450.00.

Conclusion

Pursuant to sections 38 and 67 of the Residential Tenancy Act I have issued a Monetary Order for the landlord to pay \$450.00 to the tenant.

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: June 06, 2016

Residential Tenancy Branch