



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, received at the Residential Tenancy Branch on May 2, 2016 (the "Application").

The Tenant seeks a monetary order for the return of the security deposit, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant was represented at the hearing by his spouse, N.Y. The Landlord did not attend the hearing. N.Y provided her solemn affirmation.

On behalf of the Landlord, N.Y. advised that the Notice of a Dispute Resolution Hearing, dated May 4, 2016, was served on the Landlord by registered mail.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Tenant entitled to a monetary order for return of the security deposit?

Background and Evidence

During the hearing, N.Y. provided affirmed evidence on her behalf of the Tenant. She confirmed the tenancy ended by agreement and that the Tenant vacated the rental unit on March 7, 2016.

Subsequently, in a letter dated March 19, 2016, the Tenant provided the Landlord with a forwarding address, and asked the Landlord to return the security deposit. The letter was sent to the Landlord by registered mail on March 20, 2016. The Canada Post tracking number confirms this document was delivered to the Landlord on March 22, 2016.

The Landlord responded in writing by letter dated April 14, 2016. In it, the Landlord advised of his intention to return one-half of the security deposit as a result of cleaning issues with the suite. Included with the letter was a cheque payable to the Tenant in the amount of \$450.00.

The Tenant does not accept \$450.00 and has not cashed the Landlord's cheque.

Analysis

Based on the documentary evidence and unchallenged oral testimony provided during the hearing, and on a balance of probabilities, I find the following:

Section 38(1) of the *Act* requires a landlord to repay the security deposit or make an application for dispute resolution within 15 days after the latter of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing.

Further, section 38(6) of the *Act* stipulates that, if a landlord does not comply with section 38(1), the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

I find the Landlord received the Tenant's forwarding address in writing on March 22, 2016. The Landlord had 15 days from that date – until April 6, 2016 – to either repay the security deposit or make an application for dispute resolution. The Landlord did neither.

Accordingly, I find the Tenant is entitled to a monetary order in the amount of \$1,800.00, which is double the amount of the security deposit received by the Landlord.

Conclusion

The Tenant is granted a monetary order in the amount of \$1,800.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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