



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$50 for the balance of the security deposit. .
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. The tenant testified she mailed the Application for Dispute Resolution/Notice of Hearing by registered mail to where the landlord resides on March 10, 2016. I determined that was sufficient service even though the landlord failed to pick up the package.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of the balance of the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 16, 2014. The rent was \$700 per month payable in advance on the 16th of each month. The tenant(s) paid a security deposit of \$350 a couple of weeks before the start of the tenancy.

The tenancy ended on August 16, 2016.

The tenant(s) provided the landlord with his/her their forwarding address in writing on in September or October 2016. The landlord provided the tenant with a cheque in the sum of

\$300 after deducting \$50. The cheque is dated August 18, 2016 although the tenant testified she did not receive it until October 2016,

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period

Analysis

The tenants paid a security deposit of \$350 prior to the start of the tenancy. I determined the tenancy ended on August 16, 2015. I further determined the tenants provided the landlord with their forwarding address in writing on in September or October 2016. The parties have not agreed in writing that the landlord can retain the security deposit. The landlord does not have a monetary order against the tenants and the landlord failed to file an Application for Dispute Resolution within the 15 days from the later of the end of tenancy or the date the landlord receives the tenants' forwarding address in writing. The tenant did not claim a doubling of the deposit. As a result I determined the tenants has established a claim for the return of the balance of the security deposit in the sum of \$50.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$50 plus the sum of \$100 in respect of the filing fee for a total of \$150.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Conclusion:

In conclusion I ordered the landlord to pay to the tenant the sum of \$150.

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: July 18, 2016

Residential Tenancy Branch

