



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BATTY'S SHOE CLINIC LTD. INC. NO. 78568
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on or about April 25, 2016. 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 in November, 2015 as a month to month tenancy. The tenancy ended in March 2016. Rent was \$450.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$225.00 at the start of the tenancy.

The Tenant said that he moved out of the rental unit in March 2016 and gave the Landlord a forwarding address in writing on March 11, 2016. The Tenant said he included a copy of his letter to the Landlord in the evidence package. The Tenant continued to say that he asked the Landlord for his security deposit back but the Landlord has not repaid 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 he gave the Landlord a forwarding address in writing on March 11, 2016. 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 March 26, 2016. Consequently I find for the Tenant and grant an order for double the security deposit of \$225.00 in the amount of $\$225.00 \times 2 = \450.00 .

As the Tenant was successful in this matter; pursuant to section 67 a monetary order for \$450.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$450.00.

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 \$450.00 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: September 26, 2016

Residential Tenancy Branch

