



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order for recovery of her security deposit. The hearing was conducted via teleconference and was attended by the tenant, her brother who assisted and the landlord's agents.

### Issue(s) to be Decided

Whether the tenant is entitled to a monetary order for all or part of the security deposit; pursuant to Sections 38 and 67 of the *Residential Tenancy Act (Act)*.

### Service

The landlord's agents admitted service of the tenant's application for dispute resolution.

### Background and Evidence

The tenant testified the tenancy began on October 1, 2015 with a monthly rent of \$ 1,450.00 due on the 1<sup>st</sup> of each month and that a security deposit of \$ 725.00 was paid on October 01, 2015. The tenancy ended on April 30, 2016.

The tenant testified that she provided the landlord with her forwarding address in writing on April 30, 2016 by filling it in on her move out report. The tenant testified that she had not received any portion of her security returned to her to date. The tenant testified that she did not permit the landlord to make any deductions from her deposit and is requesting double her deposit as well as recovery of the cost of the filing fee for this application.

The landlord's agent testified that the tenant broke the tenancy agreement and that the landlord has a claim for the loss of revenue as well as liquidated damages. The landlord's agent admitted receiving the tenant's forwarding address, not returning the deposit and not having permission to retain any portion of it.

### Analysis

The landlord's agent's submission amounts to a potential claim which is not before me, has no relevance nor is it a defence to the tenant's claim for the return of the security deposit.

Section 38 of the Act states:

**38** (1) 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.

The tenancy ended on April 30, 2016. I interpret Section 38 of the Act to require the landlord to at least put into irreversible motion the repayment of the security deposit within the 15 days after receipt of the tenant's forwarding address. Here I find that as the landlord had the tenant's forwarding address by April 30, 2016 he would have until April 15, 2016 to at least post the cheque in the mail. That was not done.

I find that as the landlord failed to comply with section 38 (1) therefore I award the tenant double the amount of the security deposit = \$ 725 x 2 = \$ 1,450.00. The tenant is also entitled to recover her filing fee of \$ 100.00.

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of \$ 1,550.00 comprised of double the security deposit and the filing fee of \$ 100.00. This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced 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 19, 2016

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Residential Tenancy Branch

