



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1052301 B.C. LTD. and ROYAL TOWERS APARTMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on April 27, 2016 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for money owed or compensation for damage or loss; and
- an order compelling the Landlords to return all or part of the security deposit or pet damage deposit.

The Tenant attended the hearing on her own behalf. The Landlords were represented at the hearing by C.H. and D.A. All parties giving evidence provided a solemn affirmation.

The Landlords acknowledged receipt of the Notice of a Dispute Resolution Hearing and evidence upon which the Tenant intended to rely on May 9, 2016. The Landlords did not submit any documentary evidence. No further issues were raised with respect to service or receipt of the Tenant's documentary evidence.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

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

1. Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?
2. Is the Tenant entitled to an order compelling the Landlord to return all or part of the security deposit or pet damage deposit?

Background and Evidence

The Tenant provided a copy of the written tenancy agreement with her documentary evidence. It confirms a fixed-term tenancy was in place from August 15, 2014 to March 31, 2015; thereafter, the tenancy continued on a month-to-month basis until December 1, 2016, when the tenancy ended. At all material times, rent in the amount of \$665.00 per month was due on the first day of each month.

The Tenant provided oral testimony confirming she paid deposits to the Landlord totalling \$665.00. In support, the Tenant provided copies of receipts for payments made on July 29 and August 1, 2014.

In addition, the Tenant stated she sent a letter to the Landlords, dated January 5, 2015, providing her forwarding address in writing and requesting the return of the deposits. In support, the Tenant provided a copy of the letter, which she testified was sent to the Landlord's office twice, once via regular mail and a second time via registered mail. A copy of the Canada Post receipt and Track Results confirm receipt by the Landlord on January 6, 2016. During the hearing, C.H. similarly acknowledged receipt of the letter.

The Landlords confirmed the deposits have been retained, citing uncertainty with respect to the payee and noting that the deposits were available for pick-up by the Tenant at the Landlord's office.

Analysis

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

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.

I find that the Landlord received the Tenant's forwarding address in writing on January 6, 2016, and that the Landlord has not repaid the security deposit or made an application for dispute resolution.

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.

Accordingly, by operation of section 38(6) of the *Act*, I grant the Tenant a monetary order in the amount of \$1,330.00, which is double the amount of the deposits.

Conclusion

The Tenant is granted a monetary order in the amount of \$1,330.00. 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: October 11, 2016

Residential Tenancy Branch

