



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This was a hearing with respect to the tenant's application for a monetary award including the return of a security deposit. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord did not attend, although she was served with the application and Notice of Hearing by registered mail sent on March 4, 2016.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit?
Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The landlord agreed to rent a room in the landlord's rented apartment at a monthly rent of \$400.00. The tenant paid the landlord the sum of \$400.00 for January rent and a security deposit in the amount of \$200.00. The tenant moved into the rental unit on January 5, 2016. She testified that the tenant was threatened with eviction by her landlord and the landlord as renter of the unit failed or refused to obtain permission from her landlord to allow the tenant to stay in the rental unit. The tenant said that she was forced to move out of the rental unit due to the respondent's hostile conduct and her refusal to allow the tenant's name to be put on the tenancy agreement as required by the head landlord.

The tenant moved out on or about January 28th. She claimed the return of her security deposit, including double the amount and she claimed for storage costs said to have been incurred because she was forced to move.

The tenant submitted a copy of a letter given to the landlord on January 29, 2016 providing the landlord with her forwarding address and confirming that the keys were returned to the property manager.

The tenant has not received any payment from the landlord despite repeated attempts to obtain a response from her.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, and as confirmed by Canada Post records, I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenants' security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$200.00, being double the amount of her deposit. With respect to the tenants for storage costs, I find that this is not a recoverable cost that the landlord is obliged to reimburse based on the evidence provided to me. The tenant did not pay a filing fee and I do not award any filing fee. I grant the tenant a monetary order against the landlord in the amount of \$200.00. This order may be registered in the Small Claims Court and enforced as an order of that Court

Conclusion

The tenant's claim has been allowed in the amount stated.

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: November 22, 2016

Residential Tenancy Branch

