



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant.

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 19, 2016 accordance with Section 89. Tracking information from Canada Post confirms the landlord received this registered mail on May 20, 2016.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenant testified that the tenancy began as a 4 month fixed term tenancy on December 31, 2015 for a monthly rent of \$450.00 due on the 1st of each month with a security deposit of \$250.00 paid.

The tenant submitted that she vacated the rental unit on or before April 30, 2016 and that she provided the landlord with her forwarding address by registered mail on May 19, 2016 with her Application for Dispute Resolution.

The tenant submitted that she has not received any portion of her security deposit. She testified that despite many attempts to contact the landlord by text, the landlord blocked and she has not heard from the landlord since.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the evidence before me I find the landlord received the tenant's forwarding address on May 20, 2016 and as such she had until June 4, 2016 to either return the tenant's deposit in full or file an Application for Dispute Resolution seeking to claim against the deposit.

I accept the tenant's undisputed evidence and testimony that she has not received the deposit back. I also find there is no evidence before me that the landlord has filed a claim against the tenant. As a result, I find the landlord has failed to comply with the requirements set forth in Section 38(1). Therefore, I find the tenant is entitled to double the amount of the deposit, pursuant to Section 38(6) of the *Act*.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$600.00** comprised of \$500.00 double the security deposit owed and the \$100.00 fee paid by the tenant for this application.

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: November 09, 2016

Residential Tenancy Branch