



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kettle on Burrard  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNSD, FF

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary Order for return of the security deposit.

The tenant provided affirmed testimony that on July 27, 2016 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the landlord via registered mail at the address noted on the application. A Canada Post tracking number and receipt was provided as evidence of service.

The tenant used the landlord address for the landlords' office that was in the building where the tenant resided. The mail was returned to the tenant marked by Canada Post as "moved" and "unknown." The tenant said that the building is made up of a number of single occupancy rooms, with offices on the 3<sup>rd</sup> floor. The tenant was not provided any other service address by the landlord.

Section 89 of the Act provides that service may be completed to a landlord at the place where the landlord carries out business. Section 90 of the Act determines that registered mail is given or served on the fifth day after it is mailed.

Therefore, I find that the landlord is deemed to have received the hearing documents on the fifth day after mailing; August 1, 2016 as service was made to the address where the landlord kept an office.

The landlord did not appear at the hearing.

### Issue(s) to be Decided

Is the tenant entitled to return of the security deposit paid?

### Background and Evidence

The tenant moved into the unit on August 13, 2014. The tenant paid a security deposit in the sum of \$187.50.

The tenant vacated the rental on April 2, 2016. Condition inspection reports were not completed. The tenant did not sign agreeing to any deduction from the deposit. The tenant said at the end of the tenancy she gave her address to the landlord by two methods.

First the tenant had her worker, who worked out of the 3<sup>rd</sup> floor of the building, write the address down. The tenant said her handwriting is poor, so she had her worker write the address down. This took place on April 2, 2016.

The tenant then attempted to contact the society that runs the building. The tenant was able to email the landlord her forwarding address on April 21, 2016. The next day the tenant received a reply from the landlords' administration thanking her and saying they would pass along the information to the housing department.

The tenant has not received the deposit.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I find that the landlord received the tenants' written forwarding address on two dates. First I find that the landlord had the address, in writing on April 2, 2016 when the tenant provided the address to an agent for the landlord.

Second, I find that the tenant again gave the address to the landlord on April 22, 2016 when the address was confirmed received and forwarded by email from an agent for the landlord.

I have no evidence before me that that landlord has repaid the deposit or submitted a claim against the deposit, in accordance with the Act.

Therefore, I find pursuant to section 38(6) of the Act that the tenant is entitled to return of double the \$187.50 security deposit paid to the landlord.

Based on these determinations I grant the tenant a monetary order in the sum of \$375.00. In the event that the landlord does not comply with this order, it may be

served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Conclusion

The tenant is entitled to return of double the \$187.50 security deposit.

This decision is final and binding and 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: January 27, 2017

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Residential Tenancy Branch