



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROPERO INTERNATIONAL REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the Act.

The tenant attended the hearing via conference call and provided undisputed affirmed testimony. The landlord did not attend or submit any documentary evidence. The tenant stated that the landlord was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 27, 2016 and has provided a copy of the Canada Post Customer Receipt tracking number and a printout of the online tracking search results. I accept the undisputed affirmed evidence of the tenant and find that the landlord was properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for return for all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks a monetary order of \$1,150.00 for the return of double the originally paid \$575.00 security deposit as the landlord has failed to comply with the Act.

The tenant stated that she provided her forwarding address as well as giving notice to vacate the rental unit on June 30, 2016 via email on May 30, 2016. The tenant submitted a copy of the email in support of the application. The tenant stated that on June 30, 2016 a condition inspection report for the move-out was completed, but that the landlord has since failed to provide her a copy of which. This is supported by a copy of an email request dated January 11,

2017. The tenant also stated that her forwarding address in writing was provided to the landlord in the condition inspection report for the move-out conducted on June 30, 2016 with the landlord. The tenant stated that as of the date of this hearing the landlord has not yet returned her \$575.00 security deposit.

Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security deposit or file for dispute resolution for authorization to retain a security deposit within 15 days of the end of a tenancy or a tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award pursuant to subsection 38(6) of the Act equivalent to the value of the security deposit.

I accept the undisputed affirmed evidence provided by the tenant and find that the tenant vacated the rental unit on June 30, 2016 and provided her forwarding address in writing on the completed condition inspection report for the move-out. The landlord has failed to return the original \$575.00 security deposit within the allowed 15 day period or apply for dispute resolution to retain it. As such, I find that the tenant is entitled to a monetary claim for return of the original \$575.00 security deposit.

I also find that as of the date of this hearing the landlord still holds the original \$575.00 security deposit and has failed to comply with section 38 (1) of the Act. In doing so, the landlord is required to pay to the tenant pursuant to section 38 (6) an amount equal to the \$575.00 security deposit.

The tenant has established a total monetary claim of \$1,150.00.

Conclusion

The tenant is granted a monetary order for \$1,150.00. This order must be served upon the landlord. Should the landlord fail to comply with the order, the order may be enforced by filing it in the Small Claims Division of the Provincial Court of British Columbia.

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: January 26, 2017

Residential Tenancy Branch

