



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to the tenant's application for the return of her security deposit, including double the amount. 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 sent by registered mail on June 24, 2016.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for the return of her security deposit, including double the amount?

Background and Evidence

The rental unit is an apartment in Langley. The tenancy began July, 2015. The tenant moved into the rental unit on August 1, 2015. The monthly rent was \$1,200.00. The tenant paid a security deposit of \$600.00 at the start of the tenancy. She gave notice to the landlord and moved out of the rental unit on March 31, 2016. The tenant testified that there was no condition inspection when she moved in or when she moved out, although the tenant attempted to meet with the landlord to perform a move-out inspection. The tenant left one set of keys at the rental unit pursuant to the landlord's instructions. A second set was returned to the landlord by mail. The tenant provided the landlord with her forwarding address in writing by text message and later by letter sent by registered mail on May 9, 2016. The tenant said she received a message from the landlord saying she was keeping the deposit.

The tenant testified that the landlord has not made an application for dispute resolution to claim the deposit and the tenant did not agree that the landlord could keep the deposit.

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 as evidenced by the letter sent by registered mail on May 9, 2016, and I find that the tenant served the landlord with documents notifying the landlord of this application by registered mail sent on June 24, 2016, 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 \$1,200.00 being double the amount of her deposit. The tenant is entitled to recover the \$100.00 filing fee for this application for a total claim of \$1,300.00 and I grant the tenant a monetary order against the landlord in the said amount. 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: January 03, 2017

Residential Tenancy Branch