



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

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

- a monetary order for return of her security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant and landlord's agent (the "landlord") attended the hearing. At the outset of the hearing, the landlord confirmed that he had received the tenant's application and evidence. The landlord confirmed he did not provide any documentary evidence for this hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the application.

Issue(s) to be Decided

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

Is the tenant authorized to recover the filing fee for this application?

Background and Evidence

As per the submitted tenancy agreement and testimony of the parties, the tenancy began on October 1, 2012 on a month-to-month basis. Rent in the amount of \$1,100.00 was payable on the first of each month. The tenant remitted a security deposit in the amount of \$550.00 at the start of the tenancy. The tenant vacated the rental unit on July 29, 2016.

The tenant testified that she provided her forwarding address in writing a month prior to vacating the rental unit whereas the landlord testified he received the tenant's forwarding address in writing around the time the tenant vacated the rental unit. The parties also agreed the tenant did not authorize the landlord verbally or in writing, to retain the security deposit.

Analysis

Section 38 of the *Act* establishes that a landlord has fifteen days from the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing to file an arbitration application claiming against the deposit, or return the deposit. The tenant may waive their right to the return of the security deposit through written authorization to the landlord. In the absence of written authorization from the tenant, the landlord must return the security deposit or file an application within fifteen days. Should the landlord fail to do this, the landlord must pay the tenant double the amount of the security deposit.

The landlord acknowledged he received the forwarding address sometime around the time the tenant vacated on July 29, 2016. The landlord did not file an arbitration application to retain the deposit, the landlord did not return the deposit and the landlord did not receive written authorization to retain it. Based on this, I find the tenant is entitled to double the value of her security deposit in the amount of \$1,100.00.

As the tenant was successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for the application, for a total award of \$1,200.00

Conclusion

I issue a monetary order in the tenant's favour in the amount of \$1,200.00 against the landlord.

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: February 16, 2017

Residential Tenancy Branch