



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

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 and the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of the security deposit, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began on January 26, 2016 as a month to month tenancy for a monthly rent of \$600.00 due on the 1st of each month with a security deposit of \$300.00 paid. The tenant submitted the tenancy ended on June 30, 2016 and the landlord submitted it ended on July 1, 2016.

The parties agreed that the tenant provided the landlord with his forwarding address on July 1, 2016. The tenant stated he gave it to the landlord in writing; the landlord submitted she was given the address verbally and she wrote it down.

The landlord confirmed that she did not submit an Application for Dispute Resolution seeking to retain the security deposit but she did write a letter to the Residential Tenancy Branch with a copy to the tenant stating that she intended to retain the deposit. The landlord stated that she had not received a response to the letter. I note the tenant submitted a copy of the letter dated July 6, 2016. The landlord confirmed she continues to retain the deposit.

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.

As per the testimony of both parties the landlord received the tenant's forwarding address on July 1, 2016 and the tenancy ended on or before July 1, 2016. As such, I find the landlord had until July 16, 2016 to submit an Application for Dispute Resolution claiming against the deposit or to return the full amount to the tenant.

As per the landlord's testimony she has not returned the security and she has not filed an Application for Dispute Resolution claiming against the deposit. As a result, I find the landlord has failed to comply with the requirements set forth in Section 38(1) and the tenant is entitled to double the amount of the deposit pursuant to Section 38(6).

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$600.00** comprised of double the amount of the security deposit.

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: March 01, 2017

Residential Tenancy Branch