



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, dated April 19, 2017 (the "Application"). The Tenant applied for an order that the Landlord return all or part of the security deposit or pet damage deposit, pursuant to the *Residential Tenancy Act* (the "*Act*").

The Tenant attended the hearing in person but did not participate in the hearing. She identified her son, B.B., as her agent. B.B. provided affirmed testimony. The Landlord did not attend the hearing.

On behalf of the Tenant, B.B. testified the Application package was served on the Landlord by registered mail within two days after receipt of the hearing documents from the Residential Tenancy Branch. Further, B.B. testified he was present with the Tenant and witnessed service by registered mail. B.B. also advised that the Tenant had a receipt in her purse, although it could not be located during the hearing. B.B. also testified that a documentary evidence package was served on the Landlord by email on September 17, 2017, and that the Landlord responded to the email, thanking the Tenant for providing the information. I find the Landlord was sufficiently served with the above documents for the purposes of the *Act*, pursuant to section 71 of the *Act*.

B.B. was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Tenant entitled to an order that the Landlord return all or part of the security deposit or pet damage deposit?

Background and Evidence

On behalf of the Tenant, B.B. testified the tenancy began on January 5, 2013, and ended when the Tenant vacated the rental unit on January 30, 2017. Rent was due in the amount of \$1,450.00 per month. The Tenant paid a security deposit in the amount of \$725.00, which the Landlord holds.

B.B. testified that the Tenant provided her forwarding address to the Landlord, in writing, on February 11, 2017. The Landlord did not attend the hearing to dispute the Tenant's evidence.

Analysis

Based on the undisputed documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

A landlord's obligation to return a security deposit to a tenant is triggered upon receipt of the tenant's forwarding address in writing. Section 38(1) of the *Act* requires a landlord to repay the security deposit or make a claim against it by filing an application for dispute resolution within 15 days after receipt of a forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to do so, section 38(6) of the *Act* confirms the tenant is entitled to the return of double the security deposit.

In this case, B.B. testified that the Tenant's forwarding address was provided to the Landlord, in writing, on February 11, 2017. Accordingly, the Landlord had until February 26, 2017, to either repay the security deposit to the Tenant or make an application for dispute resolution. The Landlord did neither.

Pursuant to section 38 of the *Act*, I find the Tenant is entitled to a monetary award of double the amount of the security deposit, or \$1,450.00. Further, having been successful, I also find the Tenant is entitled to recover the \$100.00 filing fee paid to make the Application. Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$1,550.00.

Conclusion

The Tenant is granted a monetary order in the amount of \$1,550.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: October 3, 2017

Residential Tenancy Branch