# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

## DECISION

Dispute Codes:

MNSD

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for the return of the security deposit.

The Tenant contends that on May 18, 2017 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted with the Application were sent to the Landlord, via registered mail. The Advocate for the Tenant cited a tracking number that corroborates this statement.   In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act);* however the Landlord did not appear at the hearing.

On August 24, 2017 the Tenant filed an Amendment to an Application for Dispute Resolution in which she increased the amount of her monetary claim to $2,000.00 and she amended the spelling of the Landlord's name.  The Tenant contends that on September 03, 2017 or September 04, 2017 the Amendment to an Application for Dispute Resolution was sent to the Landlord, via registered mail. The Advocate for the Tenant cited a tracking number that corroborates this statement.   In the absence of evidence to the contrary I find that this document has been served in accordance with section 89 of the *Act*.

Issue(s) to be Decided:

Is the Tenant entitled to the return of security deposit?

Background and Evidence:

The Advocate for the Tenant stated that:
- a security deposit of $500.00 and a pet damage deposit of $500.00 was paid;
- this tenancy ended on January 31, 2016**;**
- a support worker for the Tenant provided a forwarding address for the Tenant to the Landlord, in writing, on January 31, 2016;
- the Tenant did not authorize the Landlord to retain any portion of the security deposit;
- on February 02, 2016 the Landlord returned $100.00 of the deposits to the forwarding address provided;
- the Tenant has not cashed the money order for $100.00 and does not know if she is still able to cash it; and
- the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

Analysis:

Section 38(1) of the *Act* stipulates that  within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

On the basis of the undisputed evidence I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the full security deposit/pet damage deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended and the forwarding address was received.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.  As I have found that the Landlord did not comply with section 38(1) of the *Act,* I find that the Landlord must pay the Tenant double the security deposit.

Conclusion:

The Tenant has established a monetary claim of $2,000.00, which includes double the security deposit and pet damage deposit.  I therefore grant the Tenant a monetary Order for $2,000.00.

In the event the Tenant is still able to cash the $100.00 money order that was sent to her by the Landlord on February 02, 2016, this monetary Order must be reduced by $100.00.

In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and 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: October 23, 2017

Residential Tenancy Branch