Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNSD, OLC

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit and for the Landlord to comply with the Act, regulations and tenancy agreement.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by email as directed in a decision for substitute service dated July 24, 2017. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absences.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of the security deposit?
2. Has the Landlord complied with the Act, regulations and tenancy agreement?

Background and Evidence

This tenancy started on May 1, 2015 as a one year fixed term and then renewed on a month to month basis. The tenancy ended June 30, 2017. Rent was $975.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of $487.50 at the start of the tenancy. No condition inspection reports were competed for this tenancy.

The Tenant said that she moved out of the rental unit on June 30, 2017 and gave the Landlord their forwarding address in writing on May 26, 2017. The Tenant said no condition inspection reports were done on move in or move out. The Tenant continued to say that she cleaned the unit before leaving and she asked the Landlord for her security deposit back.

The Tenant continued to say the Landlord said she would return $200.00 of the security deposit because there were additional cleaning costs. The Tenant said she did not agree to this as the unit was clean. The Tenant said the Landlord has not returned any of the security deposit and the Tenants are now applying for double their security deposit in the amount of $975.00.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on May 26, 2017. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by July 15, 2017. Consequently I find for the Tenant and grant an order for double the security deposit of $487.50 in the amount of $487.50 X 2 = $975.00.

As the Tenant was successful in this matter; pursuant to section 67 a monetary order for $975.00 has been issued to the Tenants. This Monetary order represents double the security deposit in the amount of $975.00.

Conclusion

I find in favour of the Tenants' monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for $975.00 to the Tenants. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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: January 22, 2018

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Residential Tenancy Branch