



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNSD, FF

### **Introduction**

This hearing was convened in response to an application by the tenant for an Order for the return of their security deposit and to recover the filing fee. The tenant participated in the conference call hearing but the landlord did not. The tenant testified they served the landlord with the application for dispute resolution and Notice of Hearing by registered mail and that it was received by the landlord as reflected in the Canada Post tracking information. The tenant provided the tracking information for the registered mail as reflected in the *style of cause* hearing notes (title page). I found that the landlord was properly served with notice of the claim against them and the hearing proceeded in their absence.

### **Issue(s) to be Decided**

Is the tenant entitled to the return of their security deposit?

Is the tenant entitled to the monetary amount claimed?

### **Background and Evidence**

The tenant's undisputed evidence is as follows. The tenant testified as follows. They paid a \$600.00 security deposit at the start of the tenancy of September 01, 2016. The tenancy ended on June 30, 2017. The landlord refused to conduct a move out inspection and failed to provide the tenant with any opportunity for an inspection. Subsequently, on July 12, 2017 the tenant sent the landlord a letter by registered mail requesting the return of their deposit and in which they included their forwarding. The tenant provided the registered mail tracking particulars indicating the landlord received their letter July 19, 2017. The tenant provided the tracking information for the registered mail letter as reflected in the *style of cause* hearing notes (title page). The tenant testified that to date they have not received a response from the landlord nor received any of their deposit.

### **Analysis**

On preponderance of the evidence and on balance of probabilities I find as follows.

I find **Section 38(1)** of the Act provides that the landlord must return the deposits of the tenancy or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. I find the landlord received the tenant's forwarding address in writing on July 19, 2017. I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address. As a result, the Act prescribes that pursuant to **Section 38(6)** the landlords **must** pay the tenant *double* the amount of the security deposit and pet damage deposit, as applicable.

The landlords currently hold the security deposit in the amount of \$600.00 and I find that they are obligated under **Section 38** to return *double* this amount. Therefore, I award the tenant \$1200.00, and as they were successful in their application I further grant the tenant their filing fee of \$100.00 for a sum award of **\$1300.00**.

### **Conclusion**

The tenant's application is granted.

**I grant** the tenant a Monetary Order under Section 67 for **\$1300.00**. If the landlord fails to satisfy this Order it may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding.**

*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 05, 2018

This Decision is amended pursuant to section 78(1)(a) of the Residential Tenancy Act this 14<sup>th</sup> day of March 2018, as indicated.

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Residential Tenancy Branch