



# Dispute Resolution Services

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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, Notice of Hearing and all their evidence by registered mail and that it was received by the landlord as reflected by the mail tracking information. The tenant provided the tracking information for the registered mail as reflected in the *style of cause* (title page) hearing notes. I found that the landlord was properly served with notice of the claim against them and the hearing proceeded in their absence.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until the end of the hearing of 15 minutes in order to enable the landlord to call into this teleconference hearing scheduled for April 17, 2017 at 2:00 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present testimony, to make submissions of evidence and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

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

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

Is the tenant entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenant's undisputed evidence is as follows. The tenant submitted a copy of the tenancy agreement of this matter which provides that they paid a \$900.00 security

deposit at the start of the tenancy on November 10, 2016. The tenancy ended on August 25, 2017 upon the tenant vacating. The tenant testified that the landlord did not conduct a *move in* or *move out* inspection nor completed a condition inspection report or forwarded same to the tenant. The tenant testified that at the end of the tenancy the parties did not come to agreement as to the administration of the security deposit and that the tenant did not agree the landlord could retain any of their deposit. Subsequent to vacating the rental unit the tenant sent the landlord a written letter by registered mail on August 30, 2017 requesting the return of their deposit and in which they included their forwarding address. The tenant provided the registered mail tracking particulars as reflected in the *style of cause* hearing notes (title page) and a copy of the forwarding address letter. The tenant testified that they received a message from the landlord on August 31, 2017 that they had received the tenant's forwarding address. The tenant provided an email to the landlord in which they referenced the landlord had confirmed receiving the tenant's forwarding address. The tenant testified that to date the landlord still holds their security deposit in trust, having not received any of it.

### **Analysis**

*The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).*

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 is deemed to have received the tenant's forwarding address in writing on September 04, 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 in writing. As a result, pursuant to **Section 38(6)**, the Act prescribes that the landlord **must** pay the tenant *double* the amount of the security deposit or a pet damage deposit, as applicable.

The landlord currently holds the security deposit in the amount of \$900.00 and I find that they are obligated under **Section 38** to return *double* this amount. Therefore, I award the tenant \$1800.00; and, as they were successful in their application I further grant the tenant their filing fee of \$100.00 for a sum award of **\$1900.00**.

**Conclusion**

The tenant's application is granted.

**I grant** the tenant a Monetary Order under Section 67 for **\$1900.00**. 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: April 17, 2018

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Residential Tenancy Branch