



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANIER HOLDINGS LTD
and [tenant name suppressed to protect privacy]

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 personally served the landlord with their application for dispute resolution and Notice of Hearing as well as their evidence. I found that the landlord was properly served with notice of the claim against them pursuant to Section 88 of the Act 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. They testified having paid a \$450.00 security deposit at the start of the tenancy of March 01, 2016, which the landlord still retains in trust. The tenancy ended April 30, 2017. The landlord and tenant together conducted condition inspections at the start and end of the tenancy as required by the Act; however the tenant was not given nor subsequently received a copy of the Condition inspection Report of the inspections. At the end of the tenancy the tenant did not agree to the landlord keeping any of their security deposit. The tenant submitted that in June 2017 they provided the landlord with their forwarding address by e-mail, and subsequently sent the landlord their written forwarding address in a letter on September 26, 2017, for which they provided a photo image of the letter addressed to the landlord's address. The tenant testified that to date they have not received a response from the landlord nor received any of their security 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 any deposit 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 was sent the tenant's forwarding address in writing on September 26, 2017 and is deemed to have received it on the 5th day following, October 01, 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 landlord currently holds the security deposit in the amount of \$450.00 and I find that they are obligated under **Section 38** to return *double* this amount. Therefore, I award the tenant \$900.00, and as they were successful in their application I further grant the tenant their filing fee of \$100.00 for a sum award of **\$1000.00**.

Conclusion

The tenant's application is granted.

I grant the tenant a Monetary Order under Section 67 for **\$1000.00**. 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: June 19, 2018

Residential Tenancy Branch