



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on July 15, 2018. The tenant provided a tracking number. The tenant stated that he sent a reminder to the landlord on October 30, 2018.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

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

### **Background and Evidence**

The tenant testified that the tenancy began in December 2017 and ended on May 30, 2018. The monthly rent was \$750.00 due on the first of each month. The tenant testified that he paid a security deposit of \$750.00.

The tenant testified that on May 30, 2018, he met the landlord at the rental unit and gave him a forwarding address in writing. The tenant followed up with multiple emails requesting the return of the security deposit. The tenant filed copies of the emails into evidence. The landlord replied and described damage to the rental unit that he said was the responsibility of the tenant. The landlord also mentioned that items were missing. The tenant agreed that a chair was taken and he returned the chair to the landlord. As of June 29, 2018, the landlord had not returned the security deposit and the tenant made this application.

### **Analysis**

Section 38(1) of the *Act* provides that the landlord must return the security deposit 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. If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy or 15 days after receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the tenant provided the landlord with a forwarding address on May 30, 2018 which is the day that the tenancy ended. As of June 29, 2018, the tenant did not receive the deposit and the landlord did not make application to retain deposit.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$750.00 and is obligated under section 38 to return double this amount to the tenant. Accordingly the landlord has to return a total of \$1,500.00 to the tenant. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order for **\$1,550.00**.

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: November 16, 2018

---

Residential Tenancy Branch