



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MNSD

### **Introduction**

This hearing was convened in response to an application by the tenant for an Order for the return of their security deposit. 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 on 2 occasions December 13, 2018 and January 18, 2019 sent to the landlord's mailing address provided by the landlord on the tenancy agreement and that the tracking information indicates both the registered mail items as being refused by the intended landlord on the routing dates of January 05 and February 6, 2019. The tenant provided the tracking information for the 2 registered mailings 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**

I have benefit of the tenancy agreement of this tenancy. The tenant's undisputed evidence is as follows. The tenant testified they paid a \$550.00 security deposit at the start of the tenancy of September 28, 2017. The tenancy ended on October 25, 2018. The landlord conducted a cursory condition inspection at the start of the tenancy but did not complete a condition inspection report. At the end of the tenancy the landlord did not conduct a condition inspection with the tenant. The tenant testified that at the beginning, during, and at the end of the tenancy they provided the landlord with their *permanent* mailing and forwarding address, always in writing, which the tenant testified

has never changed as it has always belonged to their family home and remains same. The tenant testified the landlord told them that if they vacated they would return the security deposit to them. The tenant testified that after the tenancy ended they also requested their security deposit from the landlord several times by text and also tried to phone the landlord but the landlord has never responded to either method. The tenant testified that to date they have not received a response from the landlord from any of their efforts to communicate with them, nor received any of their security deposit.

### **Analysis**

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

I find that pursuant to **Sections 24 and 36** of the Act the landlord's right to claim against the security deposit are extinguished for failure to conduct condition inspections and requisite reports.

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 was in possession of the tenant's forwarding address in writing on October 25, 2018. 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 landlord **must** pay the tenant *double* the amount of their respective deposit.

The landlords currently hold the security deposit in the amount of \$550.00 and I find that they are obligated under **Section 38** to return *double* this amount. Therefore, I award the tenant **\$1100.00**.

**I grant** the tenant a Monetary Order under Section 67 for **\$1100.00**. 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.

### **Conclusion**

The tenant's application is granted in the above terms.

**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: March 11, 2019

---

Residential Tenancy Branch