



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the Act.

The tenant attended the hearing via conference call and provided affirmed testimony. The landlord, B.Z. (the landlords) and agent for S.Z. attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail. The landlord stated that the tenant was served with the submitted documentary evidence via Canada Post Registered Mail on March 4, 2019. The tenant argued that no evidence was received from the landlord. The landlord confirmed service, but stated he did not provide any supporting evidence for service of the documentary evidence. As such, I accept the undisputed affirmed testimony of both parties and find that the landlord was properly served with the notice of hearing package and the tenant's submitted documentary evidence pursuant to section 90 of the Act. As for the landlord's documentary evidence, I find that the landlord has failed to provide sufficient evidence to satisfy me that the tenant was served with their documentary evidence and as such the landlord's documentary evidence is excluded from consideration in this hearing. The landlord was advised that he could provide his evidence in his direct testimony.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for double the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks a monetary claim of \$1,300.00 which consists of return of double the \$650.00 security deposit.

The tenant stated that the tenancy ended on June 30, 2018. The landlord disputed this claim stating that the tenancy ended on February 10, 2018. The tenant provided confusing and contradictory testimony as to evidence in support of this claim. The tenant referred to a signed tenancy agreement, an unknown pdf document and an unknown RTB document. The tenant referred to the Residential Tenancy Branch File Number, but ultimately did not provide any specifics for these documents.

Both parties confirmed that a \$650.00 security deposit was paid at the start of the tenancy.

### Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security and/or pet damage deposit(s) or file for dispute resolution for authorization to retain the security and/or pet damage deposit(s) within 15 days of the end of a tenancy or a tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award pursuant to subsection 38(6) of the Act equivalent to the value of the security and/or pet damage deposit(s).

In this case, both parties confirmed the tenancy ended, but that both parties provided different dates, June 30, 2018 and February 10, 2018.

I find in the circumstances that the tenant has failed to provide sufficient details for me to apply section 38 of the Act. As such, the tenant's application is dismissed with leave to reapply.

### Conclusion

The tenant's application is dismissed with leave to reapply.  
Leave to reapply is not an extension of any applicable limitation period.

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 21, 2019

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Residential Tenancy Branch