



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MARINE VIEW MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for an order for the return of her security deposit and for recovery of the filing fee paid for this application.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant testified that she served the corporate landlord and the landlord's agent with her Application for Dispute Resolution and Notice of Hearing by registered mail on July 28, 2019. The tenant provided the Canada Post tracking numbers for each of the registered mail envelopes, which are listed on the style of cause page of this Decision.

Based upon the submissions of the tenant, I accept the landlord and landlord's agent were served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the landlords' absence.

The hearing process was explained to the tenant and she was given an opportunity to ask questions about the hearing process. Thereafter, the tenant was provided the opportunity to present her evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit, doubled, and to recovery of the filing fee paid for this application?

Background and Evidence

The tenant submitted that this tenancy began in July 2015, ended on May 30, 2019, and that she paid a security deposit of \$600.00 in June 2015. The tenant provided a copy of the written tenancy agreement showing the landlord's name, service address and the date of payment of the security deposit.

The tenant said that she provided her forwarding address to the landlord's agent on May 30, 2019, during the move-out inspection. The tenant said she dictated the forwarding address to the landlord's agent and watched him write it down on the condition inspection report (CIR). The tenant said she was never provided a copy of the CIR after the move-out inspection.

The tenant submitted that the landlord has not returned any portion of her security deposit, and is therefore entitled to monetary compensation of \$1,200.00, which is her security deposit of \$600.00, doubled.

The tenant submitted had she did not give consent to the landlord to retain any portion of her security deposit.

Analysis

Under section 38(1) of the Act, at the end of a tenancy, a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit, pursuant to section 38(6) of the Act.

In the case before me, the undisputed evidence shows that the tenancy ended on May 30, 2019, and that the landlord received the tenant's forwarding address on May 30, 2019, which I find was in writing as the landlord's agent wrote it on the CIR. There is no evidence before me that the landlord has applied for dispute resolution claiming against the security deposit or that they have returned the tenant's security deposit.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double her security deposit.

I also award the tenant recovery of her filing fee of \$100.00.

The tenant is therefore granted a monetary order, pursuant to section 67 of the Act, for \$1,300.00, comprised of her security deposit of \$600.00, doubled to \$1,200.00, and the filing fee of \$100.00.

Should the landlords fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlords are advised that costs of such enforcement are recoverable from the landlords.

Conclusion

The tenant's application for monetary compensation is granted and she has been granted a monetary order of \$1,300.00.

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 5, 2019

Residential Tenancy Branch