



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STANMAR SERVICES AND PROVISO INVESTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNSD, MNDCT, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for the return of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on September 20, 2019 the Dispute Resolution Package and evidence the Tenant submitted with the Application were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant cited a tracking number that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however, the Landlord did not appear at the hearing.

As the aforementioned documents have been properly served to the Landlord, the hearing proceeded in the absence of the Landlord.

The parties in attendance at the hearing affirmed that they would tell the truth, the whole truth, and nothing but the truth at these proceedings.

### **Issue(s) to be Decided:**

Is the Tenant entitled to the return of security deposit?  
Is the Tenant entitled to a rent refund?

### **Background and Evidence:**

The Tenant stated that:

- This tenancy began on May 01, 2018;
- She agreed to pay rent of \$950.00, in advance, by the last day of each month;
- A security deposit of \$475.00 was paid;

- On June 24, 2019 she gave the Landlord written notice of her intent to vacate the rental unit on July 31, 2019;
- She vacated the rental unit on July 31, 2019;
- She first provided the Landlord with a forwarding address, in writing, on July 31, 2019, when it was written on the final condition inspection report;
- The Landlord had been previously provided with a post-dated rent cheque for August of 2019;
- The Landlord cashed the rent cheque for August of 2019;
- The Landlord has not returned the rent collected for August of 2019;
- She wants the rent paid for August of 2019 refunded to her;
- She Tenant did not authorize the Landlord to retain any portion of the security deposit;
- The Landlord did not return any portion of the security deposit; and
- The Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

Analysis:

On the basis of the undisputed evidence, I find that the on June 24, 2019 the Tenant gave the Landlord written notice of her intent to vacate the rental unit on July 31, 2019 and that the rental unit was vacated on July 31, 2019. I therefore find that this tenancy ended on July 31, 2019 on the basis of the written notice provided by the Tenant.

On the basis of the undisputed evidence, I find that the Landlord cashed a post-dated rent cheque for August of 2019. As the tenancy ended on July 31, 2019 and there is no evidence that the Landlord was entitled to collect rent for August of 2019, I find that the rent collected for August must be refunded to the Tenant.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

On the basis of the undisputed evidence I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended and the forwarding address was received.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit.

I find that the Tenant's Application for Dispute Resolution has merit and that the Tenant is entitled to recover the fee paid to file this Application.

Conclusion:

The Tenant has established a monetary claim of \$2,000.00, which includes a rent refund of \$950.00 for August of 2019; double the security deposit, which is \$950.00; and \$100.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: January 19, 2020

---

Residential Tenancy Branch