



# 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 an application by the tenant for a monetary order for the return of the security deposit and a furniture 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 September 27, 2019. The tenant provided a tracking number. 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 and the furniture deposit?

### **Background and Evidence**

The tenant testified that the tenancy began in June 2017 and ended on August 28, 2019. A copy of the tenancy agreement was filed into evidence. The monthly rent was 1,300.00 due on the first of each month. The tenant testified that she paid a security deposit and furniture deposit in the total amount of \$1,300.00.

The tenant filed proof of having provided the landlord with a forwarding address along with her notice to end tenancy, on July 23, 2019. The tenant testified that she made multiple requests for the return of the deposits. The landlord replied by email dated September 17, 2019 and informed the tenant that due to damage to a couch and inadequate cleaning, he would not be returning the deposit to the tenant. The tenant filed a copy of this email into evidence.

As of September 23, 2019, the tenant had not received the deposit from the landlord and therefore she 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 landlord did not return the deposit to the tenant and did not make application to retain all or a portion of the deposit within 15 days of the end of tenancy. Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

The landlord currently holds a deposit of \$1,300.00 and is obligated under section 38 to return double this amount to the tenant. Accordingly the tenant is entitled to receive \$2,600.00. 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 **\$2,600.00**.

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: January 24, 2020

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Residential Tenancy Branch