



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order for the return of double the \$425.00 security deposit.

The Tenant, D.K., and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Landlord said she received the Tenant's Application documents and documentary evidence via registered mail, and had time to review these documents and evidence. The Landlord confirmed that she had not submitted any evidence in response to the Tenant's Application.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Tenant entitled to a monetary order, and if so, in what amount?

Background and Evidence

The Parties agreed that the tenancy began on June 1, 2019, with a monthly rent of \$850.00, due on the first day of each month. They agreed that the Tenant paid the Landlord a security deposit of \$425.00, and no pet damage deposit. The Parties agreed that the Tenant vacated the rental unit and that the tenancy ended on August 15, 2019.

The Tenant said that she gave the Landlord her forwarding address in writing and requesting the return of the security deposit by registered mail on August 22, 2019. The Tenant submitted a copy of the registered mail tracking number to support this statement. According to section 90 of the Act, this notice was deemed served on the Landlord on August 27, 2019. The Parties agreed that the Landlord did not return any portion of the Tenant's security deposit.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I find that the Tenant provided her forwarding address to the Landlord on August 27, 2019, and that the tenancy ended on August 15, 2019. Section 38(1) of the Act states the following:

Section 38(1) of the Act states the following about the connection of these dates to a landlord's requirements surrounding the return of the security deposit:

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The Landlord was required to return \$425.00 security deposit to the Tenant within fifteen days of August 27, 2019, namely by September 11, 2019, or apply for dispute resolution to claim against the security deposit, pursuant to section 38(1). The Landlord provided no evidence that she returned any amount of the security deposit or applied to the RTB for dispute resolution. Therefore, I find the Landlord failed to comply with her obligations under section 38(1).

Section 38(6)(b) states that if a landlord does not comply with section 38(1) that the landlord must pay the tenant double the amount of the security deposit. There is no interest payable on the security deposit. I, therefore, award the Tenant **\$850.00** from the Landlord in recovery of double the security deposit.

Conclusion

The Tenant's claim against the Landlord for return of double the security deposit is successful in the amount of \$850.00. The Landlord did not return the Tenant's security deposit or apply for dispute resolution within 15 days of the later of the end of the tenancy and the Landlord receiving the Tenant's forwarding address. I award the Tenant with double the amount of the \$425.00 security deposit.

I grant the Tenant a monetary order under section 67 of the Act from the Landlord in the amount of **\$850.00**.

This Order must be served on the Landlord by the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: February 3, 2020

Residential Tenancy Branch