



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a return of their security deposit;
- compensation for a monetary loss or other money owed; and
- recovery of the filing fee.

The tenant's authorized agent (agent), the landlord and the landlord's agent attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The parties did not raise any issue with regard to the service of the tenant's application and the other's evidence.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for the amount of their security deposit and to recovery of their filing fee?

Background and Evidence

The tenant signed an authorization allowing the agent to represent them at the hearing.

The agent said that the tenancy began on September 1, 2019, and ended on October 31, 2019, the monthly rent was \$930 and the tenant paid a security deposit of \$930. A translated copy of the written tenancy agreement was provided into evidence and the landlord was informed that the amount of the security deposit was double the amount allowed by the legislation.

The landlord confirmed this evidence.

The tenant and agent gave evidence that the landlord was provided the tenant's written forwarding address in a letter dated January 6, 2019. The tenant submitted a copy of the letter and a photo showing the letter was attached to the landlord's door.

The landlord confirmed this evidence.

The application and the agent submitted that the landlord has not returned the security deposit, which caused the application to be filed on January 29, 2020.

The landlord confirmed that the security deposit has not been returned.

The tenant is now requesting that their security deposit be returned.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 38(1) of the Act, at the end of a tenancy, unless the tenant's right to a return of their security deposit has been extinguished, 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.

There was no evidence given that either party extinguished their rights towards the tenant's security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended on October 31, 2019, and that the landlord received the tenant's written forwarding address in a letter dated January 6, 2020. The Act says that unless there is proof to the contrary, documents served by posting on the door are deemed delivered 3 days later. In this case the landlord was deemed to have received the tenant's written forwarding address by January 9, 2020.

Due to the above, I find the landlord was obligated to return the tenant's security deposit, in full, or make an application for dispute resolution claiming against the security deposit by January 24, 2020, 15 days after she was deemed to have received the forwarding address. In contravention of the Act, the landlord kept the security deposit, without filing an application.

I therefore find the tenant has established a monetary claim for a total monetary award of \$1,960, comprised of their security deposits of \$930, doubled to \$1,860, and the filing fee paid for this application of \$100.00, which I have awarded them due to their successful application.

I grant the tenant a monetary order in the amount of \$1,960.

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

### Conclusion

The tenant's application for monetary compensation is granted as they are awarded a monetary award in the amount of \$1,960 as noted above.

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: July 9, 2020

---

Residential Tenancy Branch