



# 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.

Service of the hearing document, by the tenant to the landlord, was done by email on June 16, 2020 which was an acceptable method of service during the Pandemic. 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?

### **Background and Evidence**

The tenant testified that the tenancy began in December 2017 and ended on April 30, 2020. A copy of the tenancy agreement was filed into evidence. The monthly rent at the end of tenancy was 4,375.00 due on the first of each month. The tenant testified that he paid a security deposit of \$2,150.00.

The tenant testified that he sent his forwarding address to the landlord on April 30, 2020 and again on May 19, 2020 by email. The tenant filed copies of email correspondence between the parties in which the landlord is asking for rent and utilities.

By June 15, 2020, the tenant had not received the deposit and 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 receipt of the tenant's forwarding address. 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 security deposit of \$2,150.00 and is obligated under section 38 to return double this amount to the tenant. Accordingly, the tenant is entitled to receive \$4,300.00.

Overall the tenant has established a claim of \$4,300.00. 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 **\$4,300.00**.

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: July 16, 2020

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Residential Tenancy Branch