



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* (the “Act”) and dealt with an Application for Dispute Resolution filed by the Tenant for a monetary order for the return of a security deposit.

The Tenant submitted signed Proof of Service Tenant Notice of Direct Request Proceeding which declares that the Tenant served the Landlord with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on April 15, 2021. The Tenant provided copies of Canada Post receipts containing the tracking number in support of service in this manner. Pursuant to sections 89 and 90 of the *Act*, I find that the Landlord is deemed to have received these documents on April 20, 2021, five days after they were mailed.

Issue to be Decided

Is the Tenant entitled to monetary compensation for the return of a security deposit pursuant to sections 38 and 67 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Tenant submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on December 16, 2019, indicating a monthly rent of \$1,800.00 and a security deposit of \$900.00, for a tenancy commencing on January 1, 2020;
- A copy of a type-written note to the Landlord, undated and unsigned, providing the Landlord with a forwarding address in writing;
- A copy of a Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit confirming service of the Tenant's forwarding address in writing in person on January 8, 2021, which service was witnessed by J.P.; and
- A copy of a Tenant's Direct Request Worksheet dated April 7, 2021 confirming the amount of the security deposit paid (\$900.00) and that the tenancy ended on December 31, 2020.

Analysis

Section 38(1) of the *Act* states that the landlord has fifteen days from the end of tenancy and the date they received the forwarding address to either return the deposits in full or make an application for dispute resolution claiming against the deposits.

Section 38(6) of the *Act* states that if the landlord does not return the deposits or file a claim against them within the fifteen days, the landlord must pay the tenant double the amount of the deposits.

I have reviewed all documentary evidence and I find that the Tenant paid a security deposit in the amount of \$900.00 as indicated in the tenancy agreement and the Tenant's Direct Request Worksheet.

I accept the following declarations made by the Tenant on the Tenant's Direct Request Worksheet:

- The Tenant has not provided consent for the Landlord to keep all or part of the security deposit and pet damage deposit;
- There are no outstanding monetary orders against the Tenant for this tenancy; and
- The Tenant has not extinguished their right to the deposits in accordance with sections 24(1) and 36(1) of the *Act*.

I accept the Tenant's statement on the Tenant's Direct Request Worksheet that the tenancy ended on December 31, 2020.

In accordance with sections 88 and 90 of the *Act*, I find that the Landlord received the Tenant's forwarding address in writing on January 8, 2021, as indicated on the Proof of Service Tenant Notice of Forwarding Address for Return of Security and/or Pet Damage Deposit, and that such service was witnessed by J.P.

I accept the evidence before me that the Landlord has failed to return the security deposit to the Tenant and did not file an Application for Dispute Resolution requesting to retain the security deposit by January 23, 2021, within the fifteen days granted under section 38(1) of the *Act*.

Based on the foregoing, I find that the Landlord must pay the Tenant double the amount of the security deposit in accordance sections 38(6) of the *Act*, which totals \$1,800.00 (\$900.00 x 2).

Conclusion

Pursuant to sections 38 and 67 of the *Act*, I grant the Tenant a monetary order in the amount of \$1,800.00 for the return of double the security deposit. The order must be served on the Landlord. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 4, 2021

Residential Tenancy Branch