



# 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 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 email on May 6, 2021. In support, the Tenant submitted a copy of the email and an Address for Service form (#RTB-51) signed by the parties. In accordance with Policy Guideline #12, I find the Landlord provided an email address specifically for the purposes of being served documents. Pursuant to section 44 of the Residential Tenancy Regulation, I find the Landlord is deemed to have received the Notice of Dispute Resolution Proceeding and supporting documents on May 9, 2021, three days after the email was sent.

### 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 April 24, 2020, indicating a monthly rent of \$2,600.00 and a security deposit of \$1,300.00, for a tenancy commencing on April 25, 2020;
- A copy of an Account Activity statement confirming payment of \$1,300.00 to the Landlord on April 25, 2020;
- A copy of an Address for Service form (#RTB-51) signed by the parties and dated April 8, 2021, confirming the name of the Landlord named in the application and the Landlord's email address for service;
- A copy of a Tenant's Notice of Forwarding Address for the Return of Security and/or Pet Damage Deposit dated April 8, 2021;
- 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 by email on April 8, 2021; and
- A copy of a Tenant's Direct Request Worksheet dated April 25, 2021 confirming the amount of the security deposit paid (\$1,300.00) and that the tenancy ended on February 22, 2021.

### 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 \$1,300.00 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 February 22, 2021.

In accordance with section 44 of the Residential Tenancy Regulation, I find the Landlord is deemed to have received the Tenant's forwarding address in writing on April 11, 2021, three days after it was sent by email.

I accept the evidence before me that the Landlord 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 April 26, 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 \$2,600.00 (\$1,300.00 x 2).

### Conclusion

Pursuant to sections 38 and 67 of the *Act*, I grant the Tenant a monetary order in the amount of \$2,600.00 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 19, 2021

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Residential Tenancy Branch