



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ALS PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNDCT, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for the return of the security deposit and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on September 11, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in August of 2021 was sent to the Landlord, via email, to the email address noted on the Application. The Tenant submitted documentary evidence that corroborates documents were sent by email. In the addendum to the tenancy agreement the Landlord gave the Tenant authority to serve documents to that the aforementioned email address.

In the absence of evidence to the contrary, I find that these documents have been served by email in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing. As the documents were properly served to the Landlord, the evidence was accepted as evidence for these proceedings and the hearing proceed in the absence of the Landlord.

The Tenant was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Tenant affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Tenant was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The Tenant affirmed he would not record any portion of these proceedings.

Issue(s) to be Decided:

Is the Tenant entitled to the return of security deposit?

Background and Evidence:

The Tenant stated that:

- the tenancy began in 2020;
- a security deposit of \$595.00 was paid;
- a key deposit of \$100.00 was paid;
- this tenancy ended on July 31, 2021;
- the Tenant provided a forwarding address, by email, on July 31, 2021;
- the Tenant participated in a condition inspection report at the start and end of the tenancy;
- the Tenant did not authorize the Landlord to retain any portion of the security deposit;
- the Landlord did not file an Application for Dispute Resolution claiming against the security deposit;
- on August 06, 2021 the Landlord returned the \$100.00 key deposit and \$532.00 of the security deposit (\$632.00 total); and
- the Landlord told the Tenant there retaining \$63.00 from the security deposit for cleaning the oven and replacing light bulbs.

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Analysis:

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

On the basis of the undisputed evidence I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the full security deposit or filed an Application for Dispute Resolution and more than 15 days has passed since the tenancy ended on July 31, 2021 and the forwarding address was sent by email on July 31, 2021. As the addendum to the tenancy agreement grants the Tenant authority to serve documents to Landlord by email, I find that the Tenant had the right to serve his forwarding address by email.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord

did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit, which is \$1,190.00.

I find that the Tenant's Application for Dispute Resolution has merit and that the Tenant is entitled to recover the fee paid to file this Application.

Conclusion:

The Tenant has established a monetary claim of \$1,290.00, which includes double the security deposit of \$595.00 and \$100.00 as compensation for the cost of filing this Application for Dispute Resolution. This claim must be reduced by \$532.00, which is the portion of the security deposit that was returned on August 06, 2021, leaving a balance due of \$758.00.

I grant the Tenant a monetary Order for \$758.00. In the event that the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court Division, and enforced as an Order of that Court.

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: March 10, 2022

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Residential Tenancy Branch