



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on February 15, 2023. The tenant filed a receipt with a tracking number.

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.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit and the filing fee?

Background and Evidence

The tenancy began on June 01, 2018, and ended on June 20, 2022. The monthly rent was \$1,100.00.

The tenant testified that on July 04, 2022, he served the landlord with his forwarding address by registered mail along with a note requesting the return of the security deposit of \$550.00 and the pet deposit of \$250.00. The landlord responded to the tenant on July 15, 2022, and denied having received a deposit of \$750.00. A copy of this note was filed into evidence by the landlord.

The tenant stated that he paid a security deposit of \$550.00 along with rent for the first month of tenancy. The tenant filed a copy of the draft dated May 24, 2018, made out to the landlord in the amount of \$1,650.00 which consisted of \$1,100.00 for rent and \$550.00 for a security deposit. The tenant stated that he had paid a pet deposit of \$250.00 but since he paid cash, he had no proof of payment.

Other than the reply from the landlord denying having received a deposit, the tenant did not hear back from the landlord. The tenant filed this application on February 12, 2023.

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.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the tenant did make a payment of \$1,650.00 to the landlord on May 24, 2018, for a tenancy that was due to start on June 01, 2018. This payment consisted of \$1,100.00 for rent for June 2018 plus \$550.00 for the security deposit. The tenant filed sufficient evidence to support his testimony.

I further find that the tenant served the landlord with his forwarding address by registered mail on July 04, 2022, and the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving 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 security deposit.

The landlord currently holds a security deposit of \$550.00 and is obligated under section 38 to return double this amount (\$1,100.00) Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee (\$100.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$1,200.00**. 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 **\$1,200.00**.

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: June 09, 2023

Residential Tenancy Branch