



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, for the cost of cutting keys 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 April 27, 2023. The tenant provided a tracking number. The tenant also sent the notice of hearing package by email. The tenant testified that the landlord's postal address and email address were provided, by the landlord to the tenant. The tenant filed proof by way of text messages to support his testimony.

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, the cost of cutting keys and the filing fee?

Background and Evidence

The tenancy began on June 01, 2022, and ended on October 31, 2022. The monthly rent was \$750.00. Prior to moving in, the tenant paid a security deposit of \$375.

The tenant testified that in reply to his request for the return of the security deposit, the landlord replied by text message on November 01, 2022. In his message, the landlord confirmed that he would be sending the security deposit of \$375.00 plus \$11.00 for the cost of keys, to the tenant by e-transfer. The landlord requested an email address that he could send it to. On November 22, 2022, the tenant provided the landlord with a forwarding postal address and an email address.

As of April 23, 2023, the tenant had not heard back from the landlord and had not received the monies owed to him. The tenant made this application on April 23, 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 landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore 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 \$375.00 and is obligated under section 38 to return double this amount (\$750.00). As per a prior written arrangement, the landlord agreed to pay the tenant \$11.00 for the cutting of keys. Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee (\$100.00).

Overall, the tenant has established a claim of **\$861.00**. 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 **\$861.00**.

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 05, 2023

Residential Tenancy Branch