



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was scheduled to convene at 1:30 p.m. on July 13, 2023 concerning an application made by the tenant seeking a monetary order for return of the security deposit.

The tenant attended the hearing with an Advocate, and the tenant and Advocate each gave affirmed testimony. However the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord joined the call. The tenant's Advocate submitted that the landlord was served with the Notice of Dispute Resolution Proceeding by registered mail on October 28, 2022 and orally provided a tracking number. I accept that, and I find that the landlord has been served in accordance with the *Residential Tenancy Act*.

The tenant also indicated that the landlord was served with all evidence by registered mail on May 24, 2023. Therefore, all evidence of the tenant has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

### Background and Evidence

The tenant testified that this month-to-month tenancy began on January 1, 2021 and the tenant vacated the rental unit on August 2, 2022. There is no written tenancy agreement, however rent in the amount of \$750.00 was payable on the 1<sup>st</sup> day of each

month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$750.00 and no pet damage deposit was collected. The rental unit is a suite with a bathroom, and the tenant shared the kitchen with the landlord. The landlord had mentioned that he had a landlord, and rented the property to re-rent to other tenants.

The tenant made an agreement with the landlord to vacate a couple of days later than the effective date of a Two Month Notice to End Tenancy for Landlord's Use of Property, and the landlord agreed to return the security deposit right away, but he did not keep his word. On or about August 30, 2022 the tenant received an e-transfer in the amount of \$335.00. The tenant did not agree that the landlord could keep any portion of the security deposit and the landlord did not serve the tenant with an Application for Dispute Resolution claiming any portion of the security deposit.

**The tenant's Advocate** testified that he sent a form containing the tenant's forwarding address by registered mail on August 26, 2022 and according to the Canada Post website, the landlord received it on September 1, 2022. Evidence of that has been provided for this hearing. Sometime in between, the landlord sent an e-transfer to the tenant in the amount of \$335.00. A copy has been provided for this hearing, which indicates that the landlord withheld \$40.00 for a 1 day extension of \$25.00 and 15 bed slats.

### Analysis

The *Residential Tenancy Act* specifies that a landlord has 15 days from the later of the date the tenancy ends or the date that the landlord receives the tenant's forwarding address in writing to return a security deposit and/or pet damage deposit in full to a tenant, or apply for dispute resolution claiming against the deposit(s) within that 15 day period. If the landlord fails to do either, the landlord must repay double the amount(s), unless the tenant otherwise agrees in writing.

In this case, I find that the tenancy ended on August 2, 2022 and the landlord received the tenant's forwarding address in writing on September 1, 2022. The evidence shows that the landlord returned a portion of the security deposit (\$335.00) prior to receiving the tenant's forwarding address in writing. The tenant testified that he did not agree that the landlord retain any portion and the landlord did not serve the tenant with an Application for Dispute Resolution claiming against the security deposit, and I have no such application before me.

Therefore, I find that the landlord must repay the tenant double the amount, less the \$335.00 already returned, for a total of \$415.00 ( $\$375.00 \times 2 = \$750.00 - \$335.00 = \$415.00$ ). I grant a monetary order in favour of the tenant as against the landlord in that amount. The landlord must be served with the order, which may be filed for enforcement in the Provincial Court of British Columbia, Small Claims division as an order of that Court.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$415.00.

This order is final and binding and may be enforced.

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: July 13, 2023

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Residential Tenancy Branch