



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

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

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 October 17, 2013. 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.

Issues to be Decided

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy began on December 01, 2012 and ended on August 30, 2013. The monthly rent was \$725.00. Prior to moving in, the tenant paid a security deposit of \$362.50.

The tenant testified that she moved to another city for employment and provided the landlord with her forwarding address in writing, on August 01, 2013. The tenant attempted to contact the landlord by phone and email, but did not hear back from the landlord.

Upon her return, the tenant visited the landlord on October 01, 2013 to request the return of the security deposit. The landlord informed the tenant that she had kept the deposit towards cleaning the oven and fixing the door frame. On October 16, 2013, the tenant made this application for the return of the security deposit.

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 the end of tenancy 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 \$362.50 and is obligated under section 38 to return double this amount (\$725.00). I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$725.00**. 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 **\$725.00**.

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: January 16, 2014

Residential Tenancy Branch

