



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 his security deposit.

The tenant attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenant gave evidence that he served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by registered mail on January 29, 2014. I find the landlord was properly served.

Issue(s) to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant gave evidence that the tenancy started on March 29, 2011 and ended on June 1, 2013. The tenant paid a security deposit of \$437.50.

The tenant gave evidence that he and the landlord did a final walk-through on June 1, 2013. The tenant states that he did not give his forwarding address to the landlord in writing at that time, however he contacted the landlord regularly after he moved out.

The tenant's evidence is that the landlord did not return any of the tenant's security deposit.

Analysis

The process for the return of security deposits is set out in Section 38 of the Act. Pursuant to Section 38(1), the landlord must either repay the security deposit or apply

for dispute resolution to make a claim against the security deposit within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing (whichever is later). Alternatively, pursuant to Section 38(4)(a), a landlord may retain all or part of a security deposit if the tenant agrees in writing.

In this case, I find the tenancy ended on June 1, 2013. I find that the tenant provided his forwarding address to the landlord in writing when he served the landlord with his Tenant's Application for Dispute Resolution by registered mail on January 29, 2014. Section 90 provides that documents served by registered mail are deemed to be received by the recipient five days later, in this case on February 3, 2014. The landlord did not apply for dispute resolution to make a claim against the security deposit within 15 days of February 3, 2014. Also, the tenant did not agree in writing to the retention of any part of the security deposit. The landlord is therefore obligated to return the entire security deposit to the tenant.

According to Section 38(6), a landlord who fails to follow Section 38(1) must pay the tenant double the amount of the security deposit. In this case, the landlord failed to repay the tenant the amount of \$437.50 from his security deposit. The tenant is therefore entitled to an order for twice that amount, which is \$875.00. The tenant is also entitled to recover her RTB filing fee of \$50.00 from the landlord.

I grant the tenant an order under Section 67 for \$925.00. This order may be filed in Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for \$925.00.

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 12, 2014

Residential Tenancy Branch

