



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The tenant attended the hearing via conference call and provided undisputed affirmed testimony. The landlords did not attend or submit any documentary evidence. The tenant stated that the landlords were served with the notice of hearing package and the submitted documentary evidence via Canada Post Xpress Post with a signature requirement on September 14, 2016 to their community mailbox. The tenant has provided a copy of the Canada Post online search results that confirm delivery on September 15, 2016. I accept the undisputed affirmed evidence of the tenant and find that both parties have been properly served as per sections 88 and 89 of the Act.

During the hearing the tenant withdrew all those sections of the monetary claim save the tenant's request for return of double the security deposit.

Issue(s) to be Decided

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

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks a monetary claim of \$300.00 as the landlord had failed to comply with the Act by returning his \$300.00 security deposit within the allowed time frame or filing an application for dispute to retain it.

The tenant provided undisputed affirmed evidence that there was no signed tenancy agreement, but that this tenancy began on November 1, 2014 on a month-to-month basis and ended on June 27, 2016. The monthly rent was \$675.00 payable on the 1st day of each month and a security deposit of \$300.00 was paid on October 24, 2014.

The tenant provided undisputed affirmed evidence that the tenant provided his forwarding address in writing to the landlord on June 27, 2016 when he vacated the rental unit. The tenant stated that the landlord returned the original \$300.00 security deposit to the tenant on October 19, 2016.

Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security deposit or file for dispute resolution for authorization to retain a security deposit within 15 days of the end of a tenancy or a tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award pursuant to subsection 38(6) of the Act equivalent to the value of the security deposit.

In this case, I accept the undisputed affirmed evidence of the tenant and find that the landlord was served with the tenant's forwarding address in writing on June 27, 2016 when the tenancy ended. I also find based upon the undisputed affirmed evidence of the tenant that the landlord did not return the original \$300.00 security deposit to the tenant until October 19, 2016 which is well beyond the allowed 15 day time period. As such, I find that the landlord failed to comply with section 38(1) of the Act and is subject to 38(6) of the Act and is required to pay to the tenant a monetary claim of \$300.00 which is an amount equal to the \$300.00 security deposit.

Conclusion

The tenant is granted a monetary order for \$300.00.

This order must be served upon the landlord. Should the landlord fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: March 06, 2017

Residential Tenancy Branch

