



# 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 August 23, 2018. The tenant provided 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 tenant testified that the tenancy began in August 2017 and ended on April 30, 2018. The monthly rent at the start of tenancy was \$1,000.00 due on the first of each month. The tenant stated that he shared the accommodation with a roommate. The tenant testified that he paid a security deposit of \$262.50 and his roommate had also paid the same to the landlord.

The tenant stated that he moved out on April 30, 2018 and provided his forwarding address by email to the landlord on May 08, 2018, by registered mail. The tenant filed a copy of the tracking slip. The tenant stated that he made multiple unsuccessful attempts to contact the landlord by text message and phone calls for the return of his deposit. The tenant filed copies of the text messages – showing that the landlord had replied to some.

As of August 20, 2018 the tenant had not received his deposit from the landlord and made this application.

### **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. If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy or 15 days after receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the tenancy ended on April 30, 2018 and the tenant provided the landlord with a forwarding address on May 08, 2018. The landlord did not return the deposit or make application to retain all or a portion of the deposit.

Therefore, the landlord is 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 \$262.50 and is obligated under section 38 to return double this amount to the tenant. Accordingly the landlord has to return a total of \$525.00 to the tenant. 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 **\$525.00**.

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: December 17, 2018

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Residential Tenancy Branch