



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNSD, FF

Introduction

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord via registered mail at the address noted on the Application, on August 27, 2008. A tracking number was provided. The Canada Post website shows the mail was delivered on September 05, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to the return of double the security deposit he paid in relation to this tenancy and if he is entitled to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Tenant stated that this tenancy ended on July 01, 2008, although he vacated the rental unit a few days prior to that date.

The Tenant stated that his tenancy agreement required him to pay monthly rent of \$500.00, and that he paid a security deposit of \$187.50 on April 30, 2005.

The Tenant stated that he verbally advised the Landlord of his new address at the end of the tenancy, but that he did not provide it to the Landlord in writing until he served him with copies of the Application for Dispute Resolution. The Tenant stated that he did not authorize the Landlord to retain all or part of the security deposit.

Analysis

Section 38(1) of the *Act* provides that within 15 days after the later of the date the tenancy ends and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must either repay the security deposit to the Tenant or make an Application for Dispute Resolution claiming against the deposit.

In the present case, I find that the Tenant did not receive the Tenant's forwarding address in writing until September 05, 2008. I find that the Landlord did not repay the security deposit and that he did not make an application for dispute resolution claiming against the security deposit, as he is required to do by section 38(1)(c) and 38(1)(d) of the *Act*.

Section 38(6) of the *Act* stipulates that a Landlord must pay the Tenant double the amount of the security deposit and may not make a claim against the deposit if the Landlord fails to comply with section 38(1) of the *Act*. I find that the Landlord has failed to comply with section 38(1) of the *Act* and must therefore pay the Tenant double the amount of the security deposit.

I find that the Tenant's application has merit and that he is entitled to recover the cost of filing this Application for Dispute Resolution from the Landlord.

Conclusion

I find that the Tenant has established a monetary claim of \$431.07, which is comprised of double the security deposit, in the amount of \$375.00; interest on the original amount, in that amount of \$6.07; and \$50.00 in compensation for the cost of filing this Application.

Based on these determinations I grant the Tenant a monetary Order in the amount of \$431.07. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of the Court.

Date of Decision: October 20, 2008

