



# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** MNSD and FF

### **Introduction**

This application was brought by the tenant seeking return of his security deposit in double on the claim that the landlord failed to return them within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address. The tenant also sought to recover the filing fee for this proceeding.

Despite having been served with the Notice of Hearing served in person on December 22, 2008, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

### **Issue(s) to be Decided**

This matter requires a decision on whether the tenant is entitled to return of the security deposit in double and whether he is entitled to recover the filing fee from the landlord.

### **Background and Evidence**

This tenancy ran from June 1, 2007 to October 26, 2008. Rent was \$660 per month plus \$10 for parking and the landlord holds a security deposit of \$330.

As a matter of note, the landlord made application to retain a portion of the security deposit under File No. 725451 heard on December 16, 2008. However, the landlord did not appear at that hearing and the application was dismissed.

In the interim, the landlord has not returned the security deposit.

## Analysis

Section 38(1) one of the *Act* states that, unless the tenant consents otherwise, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, the landlord must return the security deposits plus interest or make application for dispute resolution to claim upon them. If the landlord does neither, section 38(6) states that the landlord must return double the amount of the deposits.

I find that the landlord must return the security deposit and pet damage deposit in double with interest on the initial deposits. In addition, having found merit in the tenants' application, I find that he should recover the filing fee for this proceeding from the landlord.

Thus, I find that the tenant is entitled to a Monetary Order calculated as follows:

Security deposit	\$330.00
Interest (June 1, 2007 to date)	7.90
To double security deposit	330.00
Filing fee	50.00
<b>TOTAL</b>	<b>\$717.90</b>

**Conclusion**

The tenant's copy of this decision is accompanied by a Monetary Order for \$717.90, enforceable through the Provincial Court of British Columbia, for service on the landlord.

January 29, 2009

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Dispute Resolution Officer