



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MNSD

## **Introduction**

This hearing was in response to an Application for Dispute Resolution, in which the Tenant applied for the return of double her security deposit.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on November 27, 2008. A Canada Post receipt with tracking number was provided. The Canada Post website provided no details regarding this delivery. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

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

The issue to be decided is whether the Tenant is entitled to the return of double the security deposit paid in relation to this tenancy.

## **Background and Evidence**

The Tenant stated that this tenancy ended on August 29, 2008; that the Tenant paid a security deposit of \$250.00 on April 08, 2008; that she provided the Landlord with her

forwarding address in September of 2008; that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord did not return the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

The Tenant stated that she filed an Application for Dispute Resolution #123 and this same matter was the subject of a dispute resolution hearing on [date]. The hearing on [date] was conducted by Dispute Resolution Officer XYZ. In his decision, Mr. XYZ noted that the Landlord attended the hearing and denied receiving a security deposit from the Tenant. Mr. XYZ dismissed the Tenant's application, with leave to reapply to afford the Tenant the opportunity to provide proof that the security deposit was paid.

At today's hearing the Tenant stated that her security deposit was paid by the Ministry of Income and Employment Assistance. The Tenant submitted two documents from the Ministry that establishes that a cheque in the amount of \$250.00 was issued to the Landlord during the month of April of 2008, as a security deposit. This evidence corroborates the evidence provided by the Tenant at both hearings and refutes the evidence provide by the Landlord on November 21, 2008.

### **Analysis**

I find that the Tenant paid a security deposit of \$250.00 on April 08, 2008.

In the absence of evidence to the contrary, I find that the Tenant did not authorize the Landlord to retain any portion of the security deposit and that the Landlord did not have lawful authority to retain any portion of it.

Section 38(1) of the *Act* stipulates 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 and/or pet damage deposit

plus interest or make an application for dispute resolution claiming against the deposits. In the circumstances before me, I find that the Landlord failed to comply with section 38(1), as the Landlord did not repay the security deposit or file an Application for Dispute Resolution.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit that was paid, plus interest on the original amount.

### **Conclusion**

I find that the Tenant has established a monetary claim \$502.75, which is comprised of double the security deposit, plus interest on the original amount, and I am issuing a monetary Order in that amount. 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 that Court.

Dated: January 08, 2009