



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MNSD*

Introduction

This hearing dealt with an application by the tenant pursuant to Section 38 of the *Residential Tenancy Act*, for an order for the return of double the security deposit.

The tenant applied for dispute resolution on December 19, 2008 and notified the landlord of the hearing by registered mail on December 22, 2008. Despite having been duly notified, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions. On the basis of the affirmed evidence presented at the hearing, a decision has been reached.

Issue(s) to be decided

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

Background and Evidence

The tenancy started on March 15, 2008. Rent was set at \$1000.00 and the tenant paid a security deposit of \$800.00. The tenancy ended on September 30, 2008 and the tenant gave the landlord a forwarding address in writing on October 01, 2008. The landlord contacted the tenant by email on October 16, 2008 requesting a forwarding address as the landlord stated that the one provided by the tenant earlier, was misplaced. The tenant responded to the landlord on October 19, but did not hear back.

Analysis

Section 38 (1) of the *Residential Tenancy Act* states that within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit to the tenant with interest or make an application for dispute resolution claiming against the security deposit.

In this case, I find that the landlord did not return the security deposit to the tenant nor did the landlord make an application for dispute resolution within 15 days of receiving the tenant's forwarding address. Hence, pursuant Section 38 (6) of the *Residential Tenancy Act*, the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

I find that the tenant has established a claim in the amount of \$1610.03 which consists of the following:

1.	Security Deposit	\$800.00
2.	Interest	\$10.03
3.	Double the base security deposit	\$800.00
	Total	\$1610.03

Conclusion

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for the amount of **\$1610.03**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 16, 2009.

Dispute Resolution Officer