



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD and FF

Introduction

This hearing was in response to an Application for Dispute Resolution, in which the Tenant applied for the return of double his security deposit and to recover the filing fee from the Landlord for the cost of filing this application.

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 Landlord's service address noted on the Application, on April 01, 2009. A Canada Post receipt, with a tracking number, was submitted in evidence. Documentation from the Canada Post website was also submitted, which shows that the recipient refused the package. 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 and to recover the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Tenant stated that this tenancy began on June 15, 2005; that it ended on October 15, 2008; that the Tenant paid a security deposit of \$300.00 on May 28, 2005; that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

The Tenant submitted a copy of a cancelled cheque to corroborate his statement that he paid a security deposit of \$300.00.

The Tenant stated that he provided the Landlord with his forwarding address, in writing, on January 12, 2009. He submitted a copy of a letter, dated January 10, 2009, which corroborates this statement. He stated that he sent his forwarding address to the



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

Landlord by registered mail, and he submitted a receipt from Canada Post to corroborate this statement. Documentation from the Canada Post website was also submitted, which shows that the package was delivered on January 17, 2009.

Analysis

The evidence shows that this tenancy ended on October 15, 2008; that the Landlord received the Tenant's forwarding address, in writing, on January 17, 2009; that the Tenant paid a security deposit of \$300.00 on May 28, 2005; that the Tenant did not authorize the Landlord to retain any portion of the security deposit; that the Landlord did not file an Application for Dispute Resolution claiming against the deposit; that the Landlord did not return any portion of the security deposit; and that the Landlord did not have authorization 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 of \$660.63, which is comprised of double the security deposit, \$10.63 in interest on the original amount of the security deposit, and \$50.00 as compensation for the cost of filing this Application for Dispute Resolution, 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.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

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: June 19, 2009.

Dispute Resolution Officer