



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNSD FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant and one of the two landlords participated in the teleconference hearing.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on March 1, 2008. The tenant paid a security deposit of \$800 at the outset of the tenancy. The tenancy ended on August 31, 2009.

The evidence of the tenant was that she verbally gave the landlord her forwarding address in August 2009, and the landlord wrote it down. Then, on September 12, 2009, the tenant provided the landlord with her written forwarding address by both mailing it to the landlord's house and by leaving a copy in the mailbox at the rental property. The landlord did not return the security deposit or make an application to keep the deposit, and on October 5, 2009 the tenant filed her application for double recovery of the security deposit.

The response of the landlord was as follows. The landlord did not recall receiving the forwarding address verbally. On October 4, 2009 the landlord attended at the rental unit and discovered the written forwarding address in the rental unit mail box. The forwarding address had not been mailed to the rental unit, merely placed inside an envelope with the landlord's first name written on the envelope. The rental unit was not the address at which the landlord carried on business as a landlord. The landlord did not at any time receive the forwarding address by mail at his home address.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

In this case, I find as follows. Despite the questions of service of the written forwarding address, the landlord acknowledged having received the tenant's written forwarding address on October 4, 2009. The landlord did not return the security deposit or make an application to keep the deposit within 15 days of having received the written forwarding address. The tenant is therefore entitled to double recovery of the security deposit.

I find that the tenant has established a claim for the security deposit of \$800, accrued interest of \$10.03, and double the base amount of the security deposit in the amount of \$800, for a total of \$1610.03.

As the tenant's application was successful, she is also entitled to recover the \$50 filing fee for the cost of this application, for a balance of \$1660.03.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1660.03. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 20, 2010.

Dispute Resolution Officer