

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened to deal with an application by the tenant for double recovery of the security deposit, and to recover the filing fee from the landlord for the cost of this application.

Both parties attended the hearing, and the tenant was assisted by a third party. The landlord and the third party gave affirmed testimony.

Issues(s) to be Decided

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

Background and Evidence

The month-to-month tenancy began on May 1, 2009. The tenant paid a security deposit of \$450.00 on May 1, 2009. The tenancy ended on December 31, 2009. The tenant provided the landlord with his written forwarding address on January 20, 2010 by registered mail. The tenant provided a copy of the letter sent to the landlord, as well as the Registered Mail tracking information from Canada Post in advance of the hearing. The landlord has not returned the security deposit or applied for dispute resolution.

The tenant served the landlord with the Application for Dispute Resolution and notice of hearing documents by registered mail on February 18, 2010, and stated that there was no response from the landlord until April 8, 2010, when the tenant received a fax from the landlord conceding that he owed the security deposit to the tenant.

Analysis

Section 38 of the *Residential Tenancy Act* requires that within 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. I find that the tenancy ended on December 31, 2009, and that the tenant provided his forwarding address in writing on January 20, 2010. I further find that the landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

Conclusion

I find that the tenant has established a claim for the security deposit of \$450.00, no accrued interest under the *Act*, and double the base amount of the security deposit in the amount of \$900.00, for a total of \$900.00. The tenant is also entitled to recover the \$50.00 filing fee for this application. I grant the tenant an order under section 67 for the balance due of \$950.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: April 14, 2010.

Dispute Resolution Officer