



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Landlord applied on May 4, 2011 for:

1. A Monetary Order for compensation or loss - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. A Monetary Order to keep all or part of the security deposit – Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant applied on June 13, 2011 for:

1. A Monetary Order for return of double the security deposit – Section 38.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by approved method of courier during the mail strike in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

This cross application was set for a conference call hearing at 10:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes. The only participant who called into the hearing was the Tenant. As the Tenant was ready to proceed, the Hearing was conducted on the Tenant’s application. As the Landlord

failed to attend to present its claim, the Landlord's claim is dismissed without leave to reapply.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on October 1, 2007 and ended on April 16, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$800.00. The Tenant provided her forwarding address to the Landlord's realtor who attended the unit on the day that the Tenant vacated the unit. The realtor wrote the address down for the Tenant as the Tenant did not have a pen on her at the time. The Landlord arrived at the Tenant's new address on April 30, 2011 and returned the security deposit to the Tenant. The Landlord then cancelled the cheque. The Landlord filed an application making a claim against the security deposit on May 4, 2011. The Tenant claims return of double the security deposit in the amount of \$1,600.00.

Analysis

Section 38 of the Act provides 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Given the undisputed evidence of the Tenant, I find that the Landlord received the Tenant's forwarding address in writing on April 16, 2011. As the Landlord cancelled the cheque that returned the security deposit and filed the application after 15 days following receipt of the forwarding address, I find that the Tenant is entitled to return of double the security deposit of \$1,600.00 plus interest on the original security deposit in the amount of \$15.06 for a total monetary amount of **\$1,615.06**.

Conclusion

I grant the Tenant a Monetary Order under Section 67 of the Act for the amount of **\$1,615.06**. If necessary, 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: August 09, 2011.

Residential Tenancy Branch