



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application from the tenant for the return of double the amount of her security deposit. The tenant referred to a previous Residential Tenancy Branch decision dated April 15th, 2011, wherein the landlord was ordered to return a balance of the tenant's security deposit in the sum of \$1220.42 within 15 days. The tenant claims that the landlord has not complied with the decision and is now applying for double that amount.

The tenant participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail sent on June 10th, 2011 and provided a Canada Post tracking number. She stated that she also spoke with the landlord's son and confirmed that she sent the package at the correct address. The landlord did not participate and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

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

Is the tenant entitled to recover the filing fee?

Analysis

I accept the tenant's undisputed testimony that she served the landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 38(1) of the *Residential Tenancy Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Residential Tenancy Act* further provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

In this dispute between the parties, the landlord originally did not return the security deposit and applied for dispute resolution. A hearing was convened on April 15th, 2011 and the landlord was ordered to return \$1220.42 to the tenant within 15 days. I find therefore that the landlord complied with the Act in the first instance and therefore the tenant is not entitled to the return of double the amount of the security deposit. Rather, I find that the landlord failed to comply with the April 15th, 2011 decision and therefore the tenant is entitled to a monetary order for the amount determined in that decision.

Conclusion

Pursuant to the April 15th, 2011 decision, the tenant is entitled to the return of \$1220.42. Since the landlord did not comply, I find that the tenant is entitled to recover the filing fee for this application and pursuant to Section 67 of the Act, I grant the tenant a monetary order for the sum of \$1270.42.

This Order may be registered 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: September 12, 2011.

Residential Tenancy Branch