



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for a double recovery of the security deposit. A hearing was held on October 21, 2011 in which the tenant was granted a monetary order for the return of the security deposit. However the landlord made an application to have the matter reviewed on the basis that the landlord could not attend the original hearing and that new evidence was to be presented. In a decision dated November 3, 2011, a new hearing was granted to the landlord and the landlord was ordered to serve the tenant with the Notice of Hearing.

The tenant appeared and testified that she was served with the Notice of Re-Hearing. However, the landlord did not appear and the hearing proceeded in the landlord's absence.

### Issue(s) to be Decided

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

### Background and Evidence

The tenant testified that the tenancy began on June 15, 2010. The tenant paid a security deposit of \$600 in May 2010. The tenancy ended on June 30, 2011. The tenant provided the landlord with her written forwarding address on May 29, 2011. The landlord has not returned the security deposit or applied for dispute resolution.

### 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, the tenancy ended on June 30, 2011, and the tenant provided her forwarding address in writing on May 29, 2011. 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. I therefore find that the tenant has established a claim for and double the security deposit, for a total of \$1200. The tenant is also entitled to recover the \$50 filing fee for this application.

### Conclusion

I hereby order that the Monetary Order for \$1,250.00 that was issued on November 3, 2011 is valid and enforceable. Should the landlord not pay the tenant \$1,250.00 forthwith, 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: December 12, 2011.

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Residential Tenancy Branch