



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the tenant's application to recover double the security deposit and to recover the filing fee from the landlord for the cost of this application.

Service of the hearing documents, by the tenant to the landlord was done in accordance with section 89 of the *Act*, sent via registered mail on January 13, 2012. Mail receipt numbers were provided in the tenant's documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be decided

- Is the tenant entitled to receive double the security deposit?

Background and Evidence

The tenant testifies that this month to month tenancy started on October 01, 2011. Rent for this unit was \$1,100.00 per month and was due on the first of each month. The tenant paid a security deposit of \$550.00 on September 19, 2011. The tenancy ended on November 31, 2011.

The tenant testifies that he gave the landlord his forwarding address in writing on December 20, 2011 with a request to return the security deposit and a reminder that if the landlord fails to comply then the tenant would be entitled to recover double his security deposit. The tenant has provided a copy of this letter in evidence. The tenant testifies that he did not authorise the landlord to make any deductions from the security deposit.

The tenant seeks to recover double the security deposit as it was not returned to him within 15 days of the landlords receiving the tenants forwarding address. The tenant also seeks to recover the filing fee of \$50.00 paid for this application.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on December 20, 2011. As a result, the landlord had until, January 04, 2012 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the security

deposit and has not filed an application for Dispute Resolution to keep the security deposit. Therefore, I find that the tenant has established a claim for the return of the security deposit and pursuant to section 38(6)(b) the security deposit will be doubled to the sum of **\$1,100.00**.

I further find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act*. The tenant is entitled to a Monetary Order of **\$1,150.00**.

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$1,150.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: March 20, 2012.

Residential Tenancy Branch