



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD OLC FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant also applied for an order that the landlord comply with the Act; however, as the tenancy was over and the tenant confirmed that she was only applying for recovery of her security deposit, I dismissed the portion of her application regarding an order that the landlord comply with the Act.

Both the landlord and the tenant participated in the teleconference hearing. At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the evidence. The landlord raised an issue regarding service of the tenant's forwarding address in the tenant's application, which I will address below. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on August 31, 2012. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$375. The tenancy ended on November 30, 2012.

Tenant's Evidence

The tenant stated that she was not sure if she gave provided the landlord with her forwarding address in writing before making her application for dispute resolution. She

made her application on December 12, 2012. The tenant stated that on January 9, 2013 she received a cheque from the landlord for \$175, representing partial return of her deposit. On January 24, 2013 the tenant then amended her application to reduce her claim by \$175.

Landlord's Response

The landlord stated that she did not receive the tenant's forwarding address in writing until she received the tenant's application, on January 24, 2013. The landlord did not receive the tenant's application before that date because she was out of the country. The landlord acknowledged that she kept \$200 of the security deposit because the landlord and the tenant had a verbal agreement that the tenant would pay \$100 for cleaning, and the tenant did not return a buzzer worth \$100.

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 November 30, 2012. The tenant provided her forwarding address in writing in her application, which was sent to the landlord on or about December 13, 2012. The landlord would have been deemed served with the application on December 18, 2012. The landlord would have been responsible for collecting any mail at the service address that she provided the tenant, and it is through no fault of the tenant that the landlord was out of the country.

The landlord 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 double the security deposit, in the amount of \$750, less the \$175 that the landlord did repay the tenant. The tenant is also entitled to recover the \$50 filing fee for this application, for a balance of \$625.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$625. 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: March 28, 2013

Residential Tenancy Branch

