



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 double recovery of the security deposit. The tenant attended the teleconference hearing, but the landlord did not.

The tenant stated that he served the landlord with the application for dispute resolution and notice of the hearing by registered mail on January 28, 2013. I accepted the tenant's testimony regarding service of notice of the hearing, and found that the landlord was deemed served on February 2, 2013. I then proceeded with the hearing in the absence of the landlord.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on September 1, 2011. At the outset of the tenancy the tenant paid a security deposit of \$250 and a key deposit of \$50. The tenancy ended on September 30, 2012. The tenant returned the key on September 30, 2012 but the landlord did not reimburse the key deposit. The tenant provided the landlord his written forwarding address in his application for dispute resolution, which the landlord was deemed to have received on February 2, 2013. 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 September 30, 2012, and the landlord received the tenant's forwarding address in writing on February 2, 2013. 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 double recovery of the security deposit, in the amount of \$500.

The tenant is also entitled to recovery of the key deposit, which the landlord retained without authorization once the tenant had returned the key.

As the tenant's application was successful, I find he is also entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$600. 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: April 25, 2013

Residential Tenancy Branch

