



# 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 monetary order for the return of double the security deposit and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on January 30, 2013. The tenant filed a receipt with a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy began on October 01, 2012 and ended on December 31, 2012. The monthly rent at the start of the tenancy was \$540.00. The tenant rented a room from the landlord. For the last month of the tenancy, the landlord's brother moved into the rental unit and the landlord lowered the rent to \$400.00, due to the presence of the additional occupant. Prior to moving in, the tenant paid a security deposit of \$270.00.

The tenant testified that she provided the landlord with her forwarding address in writing, by registered mail on January 08, 2013. The tenant filed a copy of the receipt with a tracking number. Shortly after, the landlord contacted the tenant by text messaging and informed her that she would not be getting her deposit back because she had provided inadequate notice to end the tenancy. On January 29, 2013, the tenant made this application.

### **Analysis**

Section 38(1) of the 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 forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that 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 and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$270.00 and is obligated under section 38 to return double this amount (\$540.00) plus interest on the base deposit (\$0.00). Since the tenant has proven her claim, she is also entitled to the recovery of the filing fee (\$50.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$590.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

### **Conclusion**

I grant the tenant a monetary order for **\$590.00**.

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 23, 2013

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Residential Tenancy Branch

