



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### 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 presented evidence that she served the landlord with the notice of hearing and application for dispute resolution by registered mail on February 14, 2013. I found that the landlord was deemed served with notice of the hearing on February 19, 2013, and I 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 February 1, 2012. At the outset of the tenancy, the tenant paid a security deposit of \$490. The tenancy ended on December 31, 2012. The tenant provided the landlord with their written forwarding address on December 11, 2012. The tenants received a cheque from the landlord for the amount of \$299.80. The tenant was unable to cash the cheque. The landlord did not apply for dispute resolution to keep any portion of the security deposit.

In the hearing the tenant has acknowledged owing the landlord \$190.20 for an outstanding hydro bill, but she stated that she had not given the landlord written permission to deduct that amount from the security deposit. The tenant has applied for double recovery of her security deposit, less \$190.20 for the hydro bill.

### 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 December 31, 2012, and the tenant provided her forwarding address in writing on December 11, 2012. The landlord withheld part of the security deposit without written permission of the tenant, and sent the tenant a cheque that could not be cashed. The landlord did not file an application for dispute resolution to keep any part of the security deposit. I therefore find that the tenant has established a claim for double the security deposit, in the amount of \$980, less \$190.20 for the hydro bill. The tenant is also entitled to recover the \$50 filing fee for this application.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$839.80. 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: May 21, 2013

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Residential Tenancy Branch