



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order reflecting the double return of the security deposit / in addition to recovery of the filing fee. The tenant attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of the United States Postal Service registered mail, the landlord did not appear. Evidence provided by the tenant includes the tracking number for the registered mail, and the United States Postal Service website informs that the item was "delivered."

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy was from September 22, 2012 to September 30, 2013. Monthly rent of \$950.00 was due and payable in advance on the first day of each month, and a security deposit of \$475.00 was collected.

The tenant sublet the unit to "JP" prior to the end of the fixed term. Subsequently, on or about September 15, 2013, on behalf of the tenant "JP" personally served the landlord with the tenant's forwarding address in the United States for the purposes of repayment of the security deposit. Thereafter, "JP" vacated the unit effective September 30, 2013. To date, no portion of the tenant's security deposit has been returned.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives that tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

In the circumstances of this dispute I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after the end of tenancy on September 30, 2013. Accordingly, I find that the tenant has established entitlement to compensation reflecting the double return of the security deposit in the total amount of \$950.00 (2 x \$475.00), in addition to recovery of the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,000.00** (\$950.00 + \$50.00). Should it be necessary, this order may be served on the landlord, 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 03, 2014

Residential Tenancy Branch

