



Dispute Resolution Services

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 provided evidence that she served the landlord with the application for dispute resolution and notice of hearing by registered mail sent on January 2, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on January 7, 2014, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on June 1, 2010. The tenant paid the landlord a security deposit of \$750. The tenancy ended on July 31, 2013. The tenant provided the landlord with her written forwarding address by registered mail sent on August 8, 2013. The landlord has not returned the security deposit or applied for dispute resolution.

In support of her application, the tenant submitted evidence including the following:

- The original packages sent to the landlord by registered mail, which were returned to the tenant and marked “unclaimed”;
- Copies of registered mail receipts dated August 8, 2013, with the names of the landlord on the receipts;
- Testimony regarding her tenancy and the security deposit paid; and
- A copy of the tenant’s application for dispute resolution, filed December 30, 2013.

The tenant also applied for recovery of her postage and photo development costs.

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 July 29, 2013, and the tenant provided her forwarding address in writing on August 8, 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 is entitled to double recovery of her security deposit.

The tenant is not entitled to recovery of her postage and photo development costs, as the only recoverable cost associated with the dispute resolution process is the filing fee.

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 \$1550. 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 17, 2014

Residential Tenancy Branch