



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Craft Properties Ltd.
and [tenant name suppressed to protect privacy]

REVIEW DECISION

Dispute Codes MNSD, FF

Introduction

The tenant applied for the return of her security deposit, including double the amount of the deposit. The application was set for hearing by conference call on January 30, 2014. Neither party called in to participate in the hearing and by decision dated January 31, 2014, the tenant's application was dismissed with leave to reapply. The tenant applied for a review of the decision dismissing her application and by a review consideration decision dated February 21, 2014 an arbitrator determined that the tenant was unable to attend the original hearing on January 30, 2014 due to circumstances that could not be anticipated and were beyond her control. She granted the tenants application and order that a review be conducted by holding a new hearing with respect to the tenant's original application. I was appointed to conduct the review hearing. The hearing was conducted by conference call. The tenant called in and participated in the review hearing. The landlord did not attend although served with notice of the review hearing by registered mail sent on March 5, 2014. The landlord also had notice of the original application, also sent by registered mail on October 24, 2013.

Issue(s) to be Decided

Are the tenants entitled to the return of their security deposit including double the amount?

Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on October 1, 2004. The initial monthly rent was \$750.00. The tenant paid a security deposit of \$375.00 on September 4, 2004.

The tenant notified the landlord in writing on August 29, 2013 that she intended to move out of the rental unit as of September 30, 2014. The tenant took part in a condition inspection conducted on September 30, 2013. She provided her forwarding address in writing on the condition inspection form. She submitted a copy of the inspection form as part of her documentary evidence on this application.

The landlord did not return the security deposit and he did not file an application for dispute resolution to claim the deposit. On October 22, 2013 the tenant filed her application seeking the return of her deposit. Although served with notices of the hearings, the landlord did not attend this hearing or the original hearing on January 30th and provided no documentary evidence in opposition to the tenant's claim.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, and I find that the tenant served the landlord with documents notifying the landlord of this application and of the review hearing as required by the *Act*.

The tenant's security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies.

Conclusion

I set aside the January 31, 2014 decision and I grant the tenant's application on this review and award her the sum of \$763.26, which is double the original deposit amount plus interest of \$13.26 that has accrued on the original deposit. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$813.26 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered 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

