



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD; FF

Introduction

This is the Tenant's application for a monetary order for double the security deposit and to recover the cost of the filing fee from the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he sent the Landlord the Notice of Hearing documents and copies of his documentary evidence by registered mail, sent on January 21, 2014. The Tenant testified that the documents were returned to him because the Landlord refused to accept them. The Tenant provided a copy of the returned registered mail envelope in evidence, marked "refused by addressee".

Based on the affirmed testimony and documentary evidence provided, I find that the Landlord was duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(1)(c) of the Act. The Landlord did not sign into the teleconference, which remained open for 20 minutes, and the matter proceeded in his absence.

Issues to be Decided

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38 of the Act?

Background and Evidence

The Tenant gave the following testimony:

This tenancy ended on November 30, 2013. The Tenant paid a security deposit in the amount of \$600.00 on September 1, 2013.

On December 17, 2013, the Tenant sent the Landlord his forwarding address in writing by registered mail. A copy of the letter and tracking information was provided in evidence. The tracking information indicates that the Landlord received the Tenant's forwarding address in writing on January 2, 2014.

The Tenant did not agree that the Landlord could keep any of the security deposit. The Landlord has not returned any of the security deposit.

Analysis

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

The Landlord has not filed an application against the security deposit. Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, based on the undisputed affirmed testimony of the Tenant and the supporting documentation, I find that the Tenant is entitled to a monetary order for double the amount of the security deposit.

The Tenant has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Landlord.

Conclusion

I hereby grant the Tenant a Monetary Order in the amount of **\$1,250.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 09, 2014

Residential Tenancy Branch

