



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and other monetary compensation. The tenant attended the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on March 28, 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 April 2, 2014, 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?
Is the tenant entitled to other monetary compensation as claimed?

Background and Evidence

The tenancy began in September 2012, with monthly rent of \$575. At the outset of the tenancy the tenant paid the landlord a security deposit of \$275. The tenant stated that on February 1, 2014 the landlord required the tenant to pay an additional \$50 in rent; however, the landlord had not given the tenant proper notice of a rent increase. The tenancy ended on February 28, 2014. The tenant provided the landlord with his written forwarding address on March 4, 2014. The landlord has not returned the security deposit or applied for dispute resolution.

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 amount of the security deposit.

In this case, the tenancy ended on February 28, 2014, and the tenant provided his forwarding address in writing on March 4, 2014. 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 has established a claim for double recovery of the security deposit, in the amount of \$550.

I accept the tenant's evidence that he paid the landlord an additional amount of \$50 in rent for February 2014, and the landlord did not have the authority to increase the rent and demand this amount. I therefore find that the tenant is also entitled to recovery of the \$50 rent overpayment.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$600. 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: July 18, 2014

Residential Tenancy Branch

