



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Astro Ventures Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant seeking the return of double his security deposit. Despite having been served with the application for dispute resolution and notice of hearing by having a witness present when serving the landlords agent personally on April 26, 2014, the landlord did not participate in the conference call hearing. The tenant gave affirmed evidence.

### Issue to be Decided

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

### Background, Evidence and Analysis

The tenant's undisputed testimony is as follows. The tenancy began on July 31, 2011 and ended on September 30, 2013. The tenant was obligated to pay \$725.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$362.50 security deposit. The tenant stated that he provided his forwarding address in writing to the landlord on March 3, 2014 by way of registered mail. The tenant submitted a registered mail receipt and tracking number to support that claim. The tenant stated that the landlord refused to provide him with a copy of the tenancy agreement, the condition inspection report or his deposit. The tenant stated he has made numerous attempts to resolve this matter by contacting the landlord and his agents but to no avail.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and

**(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.**

The landlord has not returned the security deposit or filed an application for dispute resolution. I find that the tenant is entitled to the return of double the security deposit as outlined above in the amount of  $\$362.50 \times 2 = \$725.00$ .

### Conclusion

The tenant has established a claim for \$725.00 I grant the tenant an order under section 67 for the balance due of \$725.00. 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: August 12, 2014

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Residential Tenancy Branch

