



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of his security deposit, doubled, and for recovery of the filing fee for this application.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant provided evidence that he served the landlord with his Application for Dispute Resolution and Notice of Hearing by registered mail on March 5, 2014. The mail was sent to an address provided by the landlord and the tenant supplied the registered mail receipt showing the tracking number of the registered mail and the tracking history.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of his security deposit, doubled, and for recovery of the filing fee paid for the application?

### Background and Evidence

The tenant submitted evidence that this tenancy began in October 2011, ended on August 31, 2012, and that he paid a security deposit of \$337.50 at the beginning of the tenancy.

The tenant submitted a copy of a Decision from a previous dispute resolution hearing on his application, also for a return of his security deposit.

The Decision by another Arbitrator, dated May 8, 2013, found that the tenant had not provided his written forwarding address prior to his previous application for dispute resolution and dismissed his claim, with leave to reapply.

In that Decision, however, the other Arbitrator declared that the landlord was put on notice that the landlord was deemed to have received the tenant's forwarding address in writing on May 13, 2013, and was required to make an application for dispute resolution or return the tenant's security deposit no later May 27, 2013. The tenant submitted that the landlord has neither and has now claimed \$775, which is his security deposit of \$337.50, doubled to \$675, and two filing fees, each for \$50, for this application and his previous application.

### Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit and pet damage deposit or to file an application for dispute resolution to retain the deposits within 15 days of the later of receiving the tenant's forwarding address in writing. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of his security deposit.

In the case before me, a previous Decision found that the landlord was deemed to have received the tenant's forwarding address on May 13, 2013, and was to deal with the security deposit pursuant to the above section of the Act, by May 27, 2013.

I find the tenant submitted sufficient evidence that the landlord has failed to comply with section 38 of the Act and the previous dispute resolution Decision, and is therefore entitled to his security deposit of \$337.50, doubled to \$675.

I also find the tenant is entitled to recover his filing fee paid for this application, in the amount of \$50, pursuant to section 72(1) of the Act. I have not granted the tenant's

request to recover the filing fee for a previous application, as that request was dealt with in a previous dispute resolution Decision, which dismissed his application, including his request to recover the filing fee.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double his security deposit.

Due to the above, I find the tenant is entitled to a total monetary award of \$725, comprised of his security deposit of \$337.50, doubled to \$675 and the filing fee of \$50.

### Conclusion

The tenant's application for monetary compensation is granted.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of his monetary award of \$725, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: June 27, 2014

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Residential Tenancy Branch

