



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LARLYN PROPERTY MANAGEMENT (BC) LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with a tenant's request for return of double the security deposit. The landlord did not appear at the hearing. The tenant provided a registered mail tracking number as proof the hearing documents were sent to the landlord on June 6, 2014. A search of the tracking number showed that the documents were successfully delivered. Based upon the evidence before me, I was satisfied the landlord was served with notification of this hearing and I continued to hear from the tenant without the landlord present.

### Issue(s) to be Decided

Has the tenant established an entitlement to return of double the security deposit?

### Background and Evidence

The tenancy commenced May 1, 2013 and the tenant paid a security deposit of \$270.00 to the former landlord of her rental unit. During her tenancy the landlord changed to the landlord named in this application. The tenant submitted that her tenancy ended March 31, 2014 and she participated in a move-out inspection with the landlord's agent. The agent prepared a move-out inspection report and the tenant did not authorize any deductions from the security deposit. The landlord provided the tenant with a copy of the move-out inspection report.

I noted that the tenant had not provided a copy of the move-out inspection report and I instructed the tenant to provide me with the report after the teleconference call ended. The tenant provided a copy of the move out inspection report shortly after the call. I note that the move-out inspection report confirms the tenant's submissions as described above.

With respect to a forwarding address for the tenant, I note that one is recorded at the bottom of the move-out inspection report.

The tenant also explained during the hearing that she had moved again in April 2014 and she wrote two letters to the landlord to provide the landlord with her new address: once on April 10, 2014 and again on April 29, 2014. The tenant submitted that she received no reply to either of her letters. The tenant provided a registered mail tracking number for the letter she sent to the landlord on April 29, 2014. A search of the tracking number shows the registered mail was successfully delivered.

The tenant submitted that despite her multiple attempts to receive a refund of her security deposit the landlord still has not refunded it to her.

### Analysis

Unless a landlord has a legal right to retain the security deposit, section 38(1) of the Act provides a landlord must either return the security deposit to the tenant or make an application for dispute resolution within 15 days from the later of the day the tenancy ended or the date the landlord received the tenant's forwarding address in writing. Where a landlord does not comply with section 38(1) of the Act, section 38(6) requires that the landlord must pay the tenant double the security deposit.

In this case, I was not provided any information to suggest the tenant extinguished her right to return of the security deposit or that the landlord was authorized to retain it by an Arbitrator. Nor, did the tenant authorize the landlord to retain it in writing. Therefore, I find the landlord was obligated to comply with section 38(1) of the Act.

Based upon the evidence before me, I am satisfied the landlord had been provided the tenant's forwarding address in writing and the landlord did not return the security deposit to the tenant or make an application to claim against it and since more than 15 days has passed I find the tenant entitled to return of double the security deposit.

As the tenant was successful in this application, the tenant is awarded the filing fee paid for making this application. I calculate that the landlord is obligated to pay the tenant the following amount:

Double security deposit (\$270.00 x 2)	\$ 540.00
Filing fee	<u>50.00</u>
Monetary Order for tenant	\$ 590.00

To enforce the Monetary Order it must be served upon the landlord and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The tenant has been awarded return of double the security deposit plus recovery of the filing fee. The tenant has been provided a Monetary Order in the amount of \$590.00 to serve upon the landlord and enforce as necessary.

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: September 19, 2014

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Residential Tenancy Branch

