



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for return of the security deposit – Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant states that the postal tracking for the registered mail indicates that the mail was received and signed for. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit and recovery of the filing fee?

Background and Evidence

The tenancy started on April 1, 2012 and ended on April 25, 2014. At the outset of the tenancy the Landlord collected \$840.00 as a security deposit. The Tenant provided its forwarding address to the Landlord in writing when the Tenant provided its notice to end tenancy over a month prior to the end of the tenancy. This notice and forwarding address was sent registered mail. The Landlord has not returned the security deposit

and has not made an application for dispute resolution claiming against the security deposit.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of the end of the tenancy, I find that the Landlord is required to pay the Tenant double the security deposit plus zero interest in the amount of **\$1,680.00**. The Tenant is also entitled to return of the \$50.00 filing fee for a total entitlement of **\$1,730.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,730.00**. If necessary, 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: October 09, 2014

Residential Tenancy Branch

