



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MT, FF, O

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit, more time to make the application, to recover the filing fee for the application and for other considerations.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on June 23, 2014. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absence.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security deposit?

Background and Evidence

This tenancy started on February 1, 2014 as a one year fixed term tenancy. Rent was \$1,000.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$500.00 on January 9, 2014. . The parties mutually agreed to end the tenancy on April 15, 2014.

The Tenant said that he moved out of the rental unit on April 15, 2014 and gave the Landlord his forwarding address in writing and by text on April 21, 2014. The Tenant said there was no move in or move out condition inspections done. The Tenant continued to say that they cleaned the unit before leaving and he asked the Landlord for his security deposit back. The Tenant said the Landlord did not meet with him on the move out date as agreed and the Landlord will not answer his calls or text messages. As a result the Tenant said he has made this application to recover double his security deposit in the amount of \$1,000.00 and to recover the filing fee of \$50.00.

Analysis

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.

I accept the Tenant's testimony that he gave the Landlord a forwarding address in writing on April 21, 2014. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by May 6, 2014. Consequently I find for the Tenant and grant an order for double the security deposit of \$500.00 in the amount of $\$500.00 \times 2 = \$1,000.00$.

As the Tenant was successful in this matter; pursuant to section 38, 67 and 72 a monetary order for \$1,050.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$1,000.00 and \$50.00 for the filing fee for this application.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38, 67 and 72 of the Act, I grant a Monetary Order for \$1,050.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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 20, 2014

Residential Tenancy Branch

