



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 for an Order for the return of their security deposit, and to recover the filing fee. The tenant participated in the conference call hearing and the landlord did not. The tenant testified they served the landlord with the application for dispute resolution and Notice of Hearing by registered mail along with the entirety of their evidence. The tenant provided proof of the registered mail service with tracking number information. The tenant was advised I would confirm the tracking number which indicated that the registered mail had been accepted by the landlord on July 02, 2014. I found that the landlord had been properly served with notice of the claim against them and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to the monetary amount claimed?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant paid a \$575.00 security deposit in May 2012. The tenancy ended on August 31, 2013. The tenant provided their letter for the Notice to End the tenancy dated July 27, 2013 which they provided the landlord and which included the tenant's forwarding address. The tenant testified that at the end of the tenancy they did not agree for the landlord to retain any portion of the deposit and the parties did not ultimately agree as to how the deposit was to be administered. The tenant testified that to date they have not received any portion of their deposit.

Analysis

Section 38(1) of the Act provides that the landlord must return the deposits of the tenancy or apply for dispute resolution within 15 days after the later of: the end of the tenancy and the date the forwarding address is received in writing. I find the landlord

received the tenant's forwarding address before the tenancy ended and I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the tenancy ending and are therefore liable under **Section 38(6)** which provides that if the landlord does not comply with Section 38(1) the landlord must pay the tenant double the amount of the security deposit and pet damage deposit, as applicable.

The landlord currently holds the security deposit of \$575.00 and I find that they are obligated under Section 38(6) to return double this amount. As a result I award the tenant the amount of \$1150.00 respecting their security deposit. As the tenant was successful in their claim I grant their application to recover their filing fee of \$50.00, for a sum award of **\$1200.00**.

Conclusion

I grant the tenant an Order under Section 67 for **\$1200.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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

