



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened to address a claim by the tenant for an order compelling the landlord to return double her security deposit. The tenant attended the conference call hearing but the landlord did not. At the hearing, the tenant gave evidence that she served the landlord with the application for dispute resolution and notice of hearing via registered mail sent to his home address. The mail was sent unreturned. As the tenant served the landlord in accordance with the Act, the hearing proceeded in his absence as the landlord cannot avoid service by neglecting to collect registered mail.

Issue to be Decided

Is the tenant entitled to an order for the return of double her security deposit?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenancy began on May 1, 2013 at which time the tenant paid a security deposit of \$712.50. The tenant vacated the rental unit on May 31, 2014 and on June 5 she provided her forwarding address to the landlord via text message. She then provided her address via regular mail sent to the landlord's home address. On or about July 1, the landlord gave the tenant a cheque for \$275.00, stating that he withheld part of the deposit for repairs and cleaning. The tenant did not negotiate that cheque as it was made out to her using her nickname rather than her legal name.

Analysis

Section 38 of the Act provides that within 15 days of the later of the last day of the tenancy and the date that the landlord receives the forwarding address in writing, the landlord must either return the security deposit in full to the tenant or file an application

for dispute resolution to retain the deposit. I find that the landlord received the forwarding address in writing on June 24, which is 5 days after it was mailed to him. I find that the landlord failed to repay the full amount of the deposit within 15 days of having received the forwarding address in writing and I find that pursuant to section 38(6) of the Act, the landlord must now pay the tenant double the security deposit. Although the landlord attempted to repay a portion of the deposit, the tenant was unable to negotiate the cheque and therefore the entire deposit still remains in the landlord's hands. I award the tenant \$1,425.00 which represents double the security deposit. As the tenant was successful in her application, I find that she should recover the \$50.00 filing fee paid to bring her claim and I award her \$50.00 for a total award of \$1,475.00. I grant the tenant a monetary order for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is awarded \$1,475.00.

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: December 04, 2014

Residential Tenancy Branch

