



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Key Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD OLC FF

Introduction

This hearing dealt with an application by the tenant for recovery of the balance of her security deposit. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to recovery of the balance of her security deposit?

Background and Evidence

The tenancy began on February 15, 2014. At the outset of the tenancy the tenant paid the landlord a security deposit of \$550. The tenancy ended on July 14, 2014. The tenant did not give the landlord written authorization to keep any portion of the security deposit. On July 27, 2014 the tenant received reimbursement of \$440 of her security deposit. The tenant stated that she gave the landlord her written forwarding address in an email on July 28, 2014 and requested reimbursement of the balance of her deposit. The landlord acknowledged receiving the tenant's forwarding address. The landlord has not returned the balance of the security deposit or applied for dispute resolution.

Analysis

Section 38 of the *Residential Tenancy Act* requires that if the tenant has not given the landlord written authorization to keep part or all of the security deposit, then 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit or outstanding balance.

In this case, the tenancy ended on July 14, 2014, and the tenant provided her forwarding address in writing on July 28, 2014. The landlord has failed to repay the balance of the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenant has established a claim for double recovery of the balance of the security deposit, in the amount of \$220.

As her application was successful, the tenant is also entitled to recover the \$50 filing fee for the cost of this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$270. 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: February 16, 2015

Residential Tenancy Branch

