



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit.

The hearing first convened on January 22, 2015. The tenant and the respondent identified as the landlord in the application called in to the teleconference hearing. The respondent stated that although his name was on the tenancy agreement and he had acted as agent for the landlord, he was not the landlord; rather, the landlord was his father. I determined that it was appropriate to amend the tenant's application to include the respondent's father as a second respondent, and I adjourned the matter to allow the respondent's father an opportunity to review the tenant's application and evidence.

The hearing reconvened on February 17, 2015. On this date, the tenant attended the teleconference hearing but neither respondent attended. The notes on this file indicate that both respondents were served with notice of the reconvened hearing. I was satisfied that the respondents were served or deemed served with notice of the hearing, and I proceeded with the hearing in the absence of the respondents.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on November 1, 2103. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$225. The tenancy ended on June 30, 2014. The tenant provided the landlord with her written forwarding address on July 4, 2014. The landlord has not returned the security deposit or applied for dispute resolution.

### Analysis

Section 38 of the *Residential Tenancy Act* requires that 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.

In this case, the tenancy ended on June 30, 2014, and the tenant provided her forwarding address in writing on July 4, 2014. The landlord has failed to repay 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 security deposit, in the amount of \$450.

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 \$500. 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 17, 2015

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Residential Tenancy Branch

