



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was an application by the tenant for the return of his security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant participated in the hearing. The landlord did not attend although he was served with the application and Notice of Hearing sent by registered mail on October 23, 2014.

Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit including double the amount?

Background and Evidence

The rental unit is an apartment in Nanaimo. The tenancy began on September 1, 2012 for a one year fixed term. Monthly rent was \$620.00 payable on first day of each month. A security deposit of \$310.00 was paid on the tenant's behalf on July 31, 2012.

The tenant moved out of the rental unit on September 30, 2014. The tenant gave the landlord his forwarding address in writing on September 30, 2014. The landlord signed the document and acknowledged receipt of the tenant's forwarding address on September 30, 2014.

The landlord did not return the security deposit and he did not file an application for dispute resolution to claim the deposit.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the

landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenant double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with his forwarding address in writing, and based on Canada Post records, I find that the tenants served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenants' security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies.

Conclusion

I grant the tenant's application and award him the sum of \$620.00. This order may be registered 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 24, 2015

Residential Tenancy Branch

