



Dispute Resolution Services

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 a monetary order for the return of double the security deposit and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on September 03, 2014, to the address provided by the landlord to the tenant in the form of her business card. The tenant filed a receipt with a tracking number and a copy of the landlord's business card. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy began on April 01, 2014 for a fixed term of one year. The monthly rent at was \$795.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$400.00 and a pet deposit of \$400.00. The tenancy ended abruptly when an incident involving a break in and an assault on the tenant took place on June 19, 2014.

The tenant moved out that day and kept in touch with the landlord via text and email, with regard to finding a tenant to replace her. The tenant also replaced the broken dead bolt and paid rent for the month of July even though she had already moved out.

At the end of July, the tenant contacted the landlord and they carried out a move out inspection. The landlord had found a tenant for August 01, 2014. The landlord returned the pet deposit to the tenant but refused to return the security deposit.

The landlord informed the tenant that she was withholding the security deposit because the tenant had ended the fixed term lease prior to the end date of the lease.

On August 07, 2014, the tenant sent the landlord a written request for the return of the security deposit, by email and by Canada Post. The letter contained the tenant's forwarding address. The landlord did not respond. On September 03, 2014, the tenant made this application.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit 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.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$400.00 and is obligated under section 38 to return double this amount (\$800.00) plus interest on the base deposit (\$0.00). Since the tenant has proven her claim, she is also entitled to the recovery of the filing fee (\$50.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$850.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order for **\$850.00**.

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: March 10, 2015

Residential Tenancy Branch