



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KITIMAT APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNSD FF

Introduction

This hearing was convened in response to an application by the tenant for an Order for the return of their security deposit and recovery of their filing fee. The tenant participated in the conference call hearing, and the landlord did not. The tenant testified they personally served the landlord with the application for dispute resolution and Notice of Hearing by giving it to the landlord's building manager on August 24, 2014, and that it had been accepted by the individual (name appearing in the style of cause page). I found the landlord had been properly served with notice of the claim against them and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to the return of their security deposit?

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The undisputed relevant evidence is as follows. The tenant paid \$800.00 security deposit at the start of the tenancy in February, 2014. The tenancy ended on January 30, 2014. The tenant testified they provided their written forwarding address in their Notice to End dated May 31, 2014, and again provided their written forwarding address on the last day of the tenancy, on a condition inspection form – left for the landlord inside the rental unit. The tenant testified that on November 10, 2014 the landlord personally delivered to them a cheque for \$637.50, advising the tenant that a portion was retained for cleaning the rental unit. The tenant testified that at no time did they agree the landlord could keep any portion of the deposit.

Analysis

I accept the tenant's testimony. I find Section 38(1) of the Act provides that the landlord must return the deposit(s) of the tenancy 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. I find the landlord received the tenant's forwarding address no later than June 30, 2014 and I find 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 are therefore liable under section 38(6) which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord held the tenant's security deposit in trust in the amount of \$800.00 and I find that they are obligated under Section 38 to return double this amount in the sum of \$1600.00, from which I deduct the amount already returned to the tenant. The tenant is also entitled to recover their filing fee of \$50.00.

Calculation for Monetary Order

Original security deposit	\$800.00
Double security deposit - Section 38(6) of the Act	800.00
Filing fee	50.00
<i>Less amount returned by landlord</i>	<i>-637.50</i>
Total monetary award to tenant	\$1012.50

Conclusion

I grant the tenant an Order under Section 67 for **\$1012.50**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 11, 2015

Residential Tenancy Branch

