



# 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 tenant attended the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that she served the landlord with the application for dispute resolution and notice of hearing by expresspost sent on September 10, 2014. The tenant submitted evidence to show that the package was marked "RTS" (return to sender) and returned to the tenant. On August 19, 2014, the tenant had sent her forwarding address and request for return of her security deposit by registered mail to the landlord at the same address. On August 21, 2014 the landlord accepted that registered mail letter and signed for it. Based on this evidence, I found that the landlord was attempting to avoid service of notice of the hearing, contrary to the Act. I found that the landlord was deemed served with notice of the hearing, and I proceeded with the hearing in the absence of the landlord.

### Issue(s) to be Decided

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

### Background and Evidence

The tenancy was to begin on August 1, 2014. The tenant paid the landlord a security deposit of \$500 on July 14, 2014. The tenant stated that she was unable to move in to the rental unit on August 1, 2014 because the unit still required cleaning and some repairs. On August 4, 2014 the landlord contacted the tenant by text message and indicated that she did not want the tenant to move in. The tenant provided the landlord with her written forwarding address on August 21, 2014. The landlord has not returned the security deposit or applied for dispute resolution to keep the deposit.

### 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 August 4, 2014, when the landlord informed the tenant that she did not want the tenant to move in. The landlord received the tenant's forwarding address in writing on August 21, 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 \$1000.

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 \$1050. 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: April 8, 2015

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Residential Tenancy Branch

