



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 the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on October 23, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on October 28, 2014, 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 began on August 1, 2013. At the outset of the tenancy the tenant paid the landlord a security deposit of \$1000. On August 26, 2014 the tenant and the landlord's agent carried out a move-out inspection and the tenant gave his forwarding address in writing to the agent. On September 14, 2014 the landlord mailed the tenant a cheque for \$700. The landlord did not return the remainder of the deposit or make an application 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 26, 2014, and the tenant provided his forwarding address in writing on that date. 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 in writing. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$2000, less \$700 that the tenant already received.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1300. This order may be filed in the Small Claims Court and enforced as an order of that Court.

I note that if the tenant received further payment from the landlord toward the return of the security deposit, that amount must be deducted from the amount set out on the monetary order.

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 17, 2015

Residential Tenancy Branch

