



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord’s address was confirmed to the Tenant by email from the Landlord. The Landlord did not participate. The Tenant was given full opportunity to be heard, to present evidence and to make submissions. The Tenant withdrew its claims for a service charge, interest and cost of registered mail.

### Issue(s) to be Decided

Is the Tenant entitled to the return of the security deposit?

### Background and Evidence

The tenancy began on June 28, 2014 and ended on September 30, 2014. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$425.00. The Tenant provided the forwarding address in writing with the notice to end tenancy. The Landlord gave the Tenant a cheque for the return of the security deposit on September 30, 2014 however the cheque was returned. No application was

made by the Landlord to claim against the security deposit. The Tenant claims return of double the security deposit.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the undisputed evidence of the Tenant I find that the Landlord failed to return the security deposit to the Tenant as required and must therefore pay the Tenant double the amount of the original security deposit of \$425.00 plus zero interest in the amount of **\$850.00**. As the Tenant has been successful the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$900.00**.

### Conclusion

I Grant the Tenant an Order under Section 67 of the Act for **\$900.00**. If necessary, 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 Act.

Dated: May 12, 2015

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Residential Tenancy Branch

