



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was an application by the tenant for a monetary order for the return of her security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant called in and participated in the hearing together with her mother. The landlord did not attend. She was served with the application and Notice of Hearing sent by registered mail on October 21, 2015. Canada Post records show that the landlord refused to accept delivery of the registered mail. Refusal to accept delivery of registered mail is not a valid excuse for failing to attend a hearing; the landlord is deemed to have received the registered mail on the 5th day after it was mailed.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

Background and Evidence

The rental unit is residential property in Northern B.C. The tenancy began on March 1, 2014 for a one year term. Monthly rent was \$700.00 payable on the first day of each month. The tenant paid a security deposit of \$350.00 and a pet deposit of \$350.00 on March 1, 2014.

In July, 2014 the tenant notified the landlord by e-mail that she intended to move out of the rental unit. The tenant moved out sometime in July, but she paid rent to the end of August.

The tenant made several e-mail requests for the return of her deposits and on September 2, 2014 she sent a letter to the landlord by mail. The letter provided the tenant's forwarding address and requested the return of her security and pet deposits.

The landlord did not return the security or pet deposits and she did not file an application for dispute resolution to claim the deposits.

Analysis and conclusion

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, and I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenant's security and pet deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$1,400.00, being double the deposit amounts. The tenant has not paid a filing fee for her application and I do not award a filing fee. I grant the tenant a monetary order against the landlord in the amount of \$1,400.00. This order may be registered 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: May 27, 2015

Residential Tenancy Branch

