



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the return of double the security deposit and to recover the filing fee from the Landlord.

The Tenant appeared for the hearing and provided affirmed testimony as well as documentary evidence prior to the hearing. There was no appearance for the Landlord during the seven minute duration of the hearing or any submission of evidence prior to the hearing. Therefore, I turned my mind to the service of documents by the Tenant.

The Tenant testified that the Landlord was served with a copy of the Application, the Notice of Hearing documents, and a copy of his documentary evidence on November 20, 2014 by registered mail. These documents were sent to the address the Landlord resided at during the tenancy which was above the Tenant’s rental; the Tenant also testified that this address was also the service address documented on the tenancy agreement.

The Tenant provided a copy of the Canada Post tracking number and report into evidence which indicates that the documents were received and signed for on November 24, 2014. The Tenant also provided evidence showing that he had informed the Landlord by text message and e-mail regarding the service of the documents using registered mail as the proper method of service.

As a result, based on the undisputed evidence of the Tenant, I find the Landlord was served with the documents for this hearing pursuant to Section 89(1) (c) of the Residential Tenancy Act (the “Act”).

### Issue(s) to be Decided

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

### Background and Evidence

The Tenant testified that this tenancy began on January 1, 2014 on a month to month basis. Rent in the amount of \$995.00 was payable by the Tenant on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$487.50 on November 30, 2013 which the Landlord still retains. The tenancy ended on April 30, 2014 after the Tenant provided written notice in March 2014.

The Tenant testified that shortly after he had vacated the rental unit he provided his forwarding address to the Landlord by text message and in an email. The Tenant provided email evidence to show that the Landlord responded to the emails and show the Landlord was aware that he had the security deposit and had not returned it to him.

The Tenant testified that he sent the Landlord his forwarding address in a letter on October 24, 2014 as advised by the Residential Tenancy Branch. The Tenant provided a copy of this letter into evidence prior to the hearing which shows the Tenant's forwarding address.

The Tenant testified that the Landlord had indicated to him that there were outstanding utilities associated with this tenancy. While the Tenant acknowledged that there were utilities outstanding, the Tenant explained that he had not been provided with utility bills to verify the amount the Landlord was seeking to deduct from the security deposit. However, despite repeated attempts by the Tenant to obtain this information from the Landlord, this was not forthcoming.

As a result, the Tenant explained in his letter to the Landlord dated October 24, 2014 that he did not consent to any deductions being made to his security deposit until such time the Landlord had presented to him the utility bills so that he could determine the amount he would consent to. The Tenant explained that the Landlord has failed to return any of the security deposit or provide him with the utility bills. As a result, the Tenant now claims double the amount of his security deposit of \$915.00.

### Analysis

Section 38(1) of the Act states that, within 15 days after the latter 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 to claim against it.

I accept the undisputed evidence that this tenancy terminated at the end of April 2014. I also accept that the Tenant provided the Landlord with a forwarding address in writing on October 24, 2015 and did not consent to any deductions being made by the Landlord from his security deposit.

There is no evidence before me that the Landlord made an Application within 15 days of receiving the Tenant's forwarding address or returned the security deposit back to the Tenant. Therefore, I find that the Landlord has failed to comply with Section 38(1) of the Act.

Section 38(6) of the Act stipulates that if a landlord does not comply with Section 38(1) of the Act, the landlord must pay the tenant double the amount of the security deposit. Based on the foregoing, I find the Tenant is entitled to double the return of his security deposit in the amount of **\$975.00** (\$487.50 x 2).

As the Tenant has been successful in this matter, I also award the Tenant the filing fee of **\$50.00** pursuant to Section 72(1) of the Act. Therefore, the total amount awarded to the Tenant is **\$1,025.00**. The Tenant is issued with a Monetary Order for this amount. This order must be served on the Landlord and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Landlord fails to make payment.

### Conclusion

The Landlord has breached the Act by failing to deal properly with the Tenant's security deposit. Therefore, the Tenant's claim for the return of double the security deposit and recovery of the filing fee is granted in the amount of \$1,025.00

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: June 30, 2015

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Residential Tenancy Branch

