



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Origin Investments Joint Venture
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, 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;
2. An Order for the Landlord’s compliance – Section 62; and
3. 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 in person on November 7, 2014 at the address provided by the Landlord in the tenancy agreement. The hearing notice was accepted by office staff and a copy returned to the Tenant marked as “service of a true copy”. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

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

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on July 1, 2012 and ended on October 15, 2014. At the outset of the tenancy, the Landlord collected a security deposit of \$750.00. The Tenant provided the forwarding address in writing on October 16, 2014 at the time of the move-out

inspection. The security deposit has not been returned and no application has been made by the Landlord to claim against 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. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the security deposit in the amount of **\$\$1,500.00**. The Tenant is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,550.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,550.00**. 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: June 08, 2015

Residential Tenancy Branch

