



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on October 25, 2014, to the address of the landlord as per the tenancy agreement. The tenant filed a receipt with a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy began on January 01, 2012 and ended on July 31, 2014. The monthly rent was \$850.00. Prior to moving in, the tenant paid a security deposit of \$425.00.

The tenant testified that a move out inspection was conducted on July 31, 2014 and that he provided the landlord with his forwarding address that day. The landlord wrote the address at the bottom of the inspection report and let the tenant know that he would receive the return of his deposit within 15 days.

The tenant did not receive the deposit and called the landlord. The landlord's voice mail was full and he was unable to leave a message. The tenant stated that he continued his attempts to contact the landlord and sometime at the end of August, she picked up the phone and spoke with the tenant.

The tenant stated that the landlord expressed surprise that he had not received a cheque for the return of the deposit and asked for his address again. The tenant provided the landlord with his forwarding address on the phone for the second time.

The tenant continued to call the landlord when he did not receive a cheque and was able to leave messages. When he did not hear back by October 24, 2014, the tenant filed an application for the return of double the security deposit.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the undisputed sworn testimony of the tenant and in the absence of any contradictory evidence, I find that 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 and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$425.00 and is obligated under section 38 to return double this amount (\$850.00) plus interest on the base deposit (\$0.00). Since the tenant has proven his claim, he is also entitled to the filing fee (\$50.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$900.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order for **\$900.00**.

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 18, 2015

Residential Tenancy Branch