



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AWM ALLIANCE REAL ESTATE GROUP INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MNSD FF

### **Introduction**

This hearing was convened in response to an application by the tenant for an Order for the return of double their security deposit. The tenant participated in the conference call hearing and the landlord did not. The tenant testified they served the corporate landlord with the application for dispute resolution and Notice of Hearing by personal service to the office of the corporate landlord, and the tenant also provided document evidence the office manager of the corporate landlord accepted the Notice of Hearing package along with their evidence.

I found that that the landlord in this matter was properly served with notice of the claim against them and the hearing proceeded in their absence.

### **Issue(s) to be Decided**

Is the tenant entitled to the return of double their security deposit?

### **Background and Evidence**

The tenant's undisputed evidence is as follows. The tenant paid a \$737.50 security deposit at the start of the tenancy of February 01, 2013. The tenancy ended on August 31, 2014. Subsequently, on September 03, 2014 the landlord sent the tenant a request by e-mail for their forwarding address – to which the tenant replied by return e-mail on the same date advising the landlord of their forwarding address – and to which the landlord again replied. The tenant testified that to date they have not received a response from the landlord and have not received their deposit. The tenant testified that the primary method of communication between them and the landlord was always by e-mail / electronic mail.

### **Analysis**

**Section 38(1)** of the Act provides that the landlord must return the deposits of the tenancy, *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. I accept that the

parties' method of communication during this tenancy was by electronic mail / e-mail and that such e-mail, within the context of this tenancy is the same as in writing. I find the landlords requested and received the tenant's forwarding address on September 03, 2014 and I find the landlords failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and are therefore liable under section **38(6)** which provides that the landlords must pay the tenant *double* the amount of the security deposit or pet damage deposit as applicable.

The landlords currently hold the security deposit in the amount of \$737.50 and I find that they are obligated under Section 38 to return *double* this amount. I award the tenant \$1475.00. As the tenant was successful in their application I further grant the tenant their filing fee of \$50.00 - for a sum award of **\$1500.00**

### **Conclusion**

**I grant** the tenant an Order under Section 67 for **\$1500.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: July 20, 2015

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Residential Tenancy Branch

