



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COAST PROPERTY SERVICES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      mnsd, ff

### Introduction

The tenant applies for the return of the tenant's security deposit, doubled.

No representative for the landlord attended the hearing. I accept that the landlord was properly served with notice of this application and this hearing, by way of registered mail.

### Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit, doubled?

### Background and Evidence

This tenancy began September 1, 2012. The tenant paid a security deposit of \$450.00 on August 15, 2012. Written notice to end the tenancy was given by the tenant on December 30, 2014, and she moved out on or about January 15, 2015. The tenant provided her forwarding address on the written notice. The tenant's deposit was not returned to her, and she filed her claim on March 5, 2015. The tenant then received the return of the \$450.00 deposit on March 9, 2015. I accept that the tenant did not consent in writing to the landlord retaining any of the deposit, and that the landlord did not file a formal application to retain the deposit within the required 15 day period of the ending of the tenancy.

### Analysis

In most situations, section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address, to either return the deposit or file an application to retain the deposit. If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the security deposit (section 38(6)). There is no evidence before me that any of the exceptions to the landlord's obligations under section 38(1) apply in this case. There is no evidence that any statutory grounds extinguish the tenant's right to claim the deposit at the time she filed her claim. I therefore find that the doubling provisions apply in this

case. Although the tenant has received her deposit back, she is entitled to a further \$450.00 from the landlord. The tenant is also awarded recovery of the filing fee of \$50.00.

Conclusion

A monetary order in the amount of \$500.00, payable by the landlord to the tenant is issued.

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 09, 2015

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Residential Tenancy Branch

