



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

The tenant applies to recover a \$675.00 security deposit not yet repaid following the end of the tenancy.

The landlord did not attend the hearing within ten minutes after its 1:00 p.m. start time.

### Issue(s) to be Decided

Has the landlord been duly served? If so, is the tenant entitled to return of a deposit?

### Background and Evidence

According to the applicant tenant, the rental unit is the three bedroom main floor of a house. There is a basement suite, rented to others. The tenancy started in June 2012 and ended March 15, 2015. The monthly rent was \$1350.00. The landlord received and still holds a \$675.00 security deposit.

The application for dispute resolution and notice of hearing documentation were served on the landlord by registered mail sent March 21, 2015. Canada Post records show that the mail was successfully delivered to the landlord on March 24<sup>th</sup>. In accordance with s.89 of the *Residential Tenancy Act* (the "Act") I find that the landlord was duly served.

The tenant testifies that he provided the landlord with his forwarding address in writing on March 19, 2015. I find that the serving of the application for dispute resolution also provided the landlord with the tenant's forwarding address.

There is no evidence that the landlord has obtained any order or the tenant's written permission to keep the deposit.

### Analysis

Section 38 of the *Act* provides that if a landlord fails to either repay a deposit or make an application against it within 15 days after the end of the tenancy and after receiving the tenant's forwarding address in writing, he must account to his tenant for double the deposit money.

Under Residential Tenancy Policy Guideline 17 "Security Deposit and Set off" the tenant is entitled to a double of the deposit, even though not requested in his application, unless he specifically declines the doubling. The tenant in this case declined to decline the doubling.

The tenant is entitled to recover the \$675.00 security deposit, doubled to \$1350.00, plus the \$50.00 filing fee.

### Conclusion

The tenant will have a monetary order against the landlord in the amount of \$1400.00.

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: August 26, 2015

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Residential Tenancy Branch

