



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant and the landlord participated in the teleconference hearing. The tenant attended the teleconference hearing but the landlord did not.

The tenant stated that they personally served the landlord with the application for dispute resolution and notice of hearing on December 12, 2014. I accepted the tenant's evidence that the landlord was served with notice of the hearing, and I proceeded with the hearing in the absence of the landlord.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on June 15, 2014. At the outset of the tenancy the tenant paid the landlord a security deposit of \$400.00. On November 2, 2014 the landlord and the tenant signed a written agreement that the tenancy ended on November 1, 2014 and the landlord would return the security deposit in full. The landlord did not return the security deposit or apply for dispute resolution to keep the deposit.

In the hearing the tenant stated that he thought he also paid \$200.00 for his dog.

### Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenancy ended on November 1, 2014, by mutual agreement. The landlord did not return the security deposit. The tenant did not provide the landlord with a forwarding address in writing, however, and therefore the tenant is only entitled to recovery of the base amount of his security deposit, \$400.00. The tenant has failed to provide sufficient evidence that he also paid the landlord a pet deposit.

As his application was partly successful, I find that the tenant is also entitled to recover the \$50.00 filing fee for the cost of this application.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$450.00. 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 *Residential Tenancy Act*.

Dated: August 10, 2015

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Residential Tenancy Branch

