



Dispute Resolution Services

Page: 1

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 balance of the security deposit. The tenant attended the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on March 24, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on March 29, 2015, 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 balance of the security deposit?

Background and Evidence

The tenancy began in April 2013. At the outset of the tenancy the tenant paid the landlord a security deposit of \$425.00. The tenancy ended on January 31, 2015. The tenant authorized the landlord to keep \$160 of the deposit. The tenant provided the landlord with her written forwarding address via registered mail that the landlord received on March 9, 2015. The landlord has not returned the balance of the security deposit or applied for dispute resolution to keep the balance of the deposit.

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 to keep any part of the deposit that the tenant did not give the landlord written permission to keep. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of any outstanding security deposit.

In this case, the tenancy ended on January 31, 2015, and the landlord received the tenant's forwarding address in writing on March 9, 2015. The landlord has failed to repay the balance of the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$530.00.

As their application was successful, the tenant is also entitled to recover the \$50 filing fee for the cost of this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$580.00. 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: September 15, 2015

Residential Tenancy Branch

