



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, RPP

### Introduction

The tenant applies to recover a food mixer and to recover a security deposit. She has retrieved the food mixer since bringing her application.

The landlord did not attend the hearing.

### Issue(s) to be Decided

Has the landlord been served with the application? If so, does the evidence presented during the hearing show that the tenant is entitled to the relief requested?

### Background and Evidence

The tenant testifies that the landlord was served with the application and notice of hearing by registered mail. She produces a copy of the Canada Post tracking record, which confirms that the landlord received and signed for the mail on July 28, 2015.

I find that the landlord has been duly served.

The rental unit is a one bedroom suite in the landlord's home. The tenancy started August 1, 2014 for a one year fixed term at a monthly rent of \$950.00. The landlord holds a \$475.00 security deposit.

The tenant says that by agreement the tenancy ended on July 1, 2015.

On her undisputed evidence I find that she provided the landlord with her forwarding address in writing by email on June 17, 2015 and that the landlord has failed to repay the deposit money or bring his own application to keep any part of it.

### Analysis

Under s. 38 of the *Residential Tenancy Act* (the “Act”) a tenant is required to provide a forwarding address in writing before a landlord is obliged to repay a deposit. I find that the “forwarding address in writing” required was satisfied by the June 17 email, in accordance with s. 6 of the *Electronic Transactions Act*, SBC 2001, c. 10.

The landlord has failed to comply with s. 38 by repaying the deposit money or making application to keep it. Section 38 provides that in such circumstances the tenant is entitled to a doubling of the deposit money.

This tenant’s application does not request the doubling of the deposit. Residential Tenancy Policy Guideline 17 “Security Deposit and Set off [*sic*]” indicates that an arbitrator is to award the doubling penalty unless the tenant specifically declines it. The tenant does not decline it.

### Conclusion

The tenant is entitled to recover her \$475.00 security deposit from the landlord, doubled to \$950.00. The tenant does not claim recovery of the filing fee.

The tenant will have a monetary order against the landlord in the amount of \$950.00.

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: September 22, 2015

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Residential Tenancy Branch

