



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kaisaiah Investment Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant has filed an application seeking the return of double the deposit. The tenant gave oral testimony and provided documentary evidence that the landlords were provided the tenants evidence and the Notice of Hearing Documents by registered mail on April 28, 2015. I am satisfied that the landlords have been properly notified of today's hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence. .

Issue to be Decided

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

Background, Evidence

The tenants' undisputed testimony is as follows. The tenancy began on January 1, 2015 and ended on March 31, 2015. The tenants were obligated to pay \$570.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$285.00 security deposit. The tenant stated that she provided the landlords her forwarding address in writing at the time she gave them notice to move out and again on her last day of tenancy.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says **if a landlord does not comply with subsection (1), the landlord**

- (a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

As the landlord has not filed for dispute resolution or returned the security deposit within 15 days as outlined above, the tenant is entitled to the return of double her security deposit $\$285.00 \times 2 = \570.00 .

The tenant is also entitled to the recovery of her \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$620.00. I grant the tenant an order under section 67 for the balance due of \$620.00. 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 30, 2015

Residential Tenancy Branch

