



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mnsd, ff

Introduction

The tenant applies for the return of the tenant's security deposit, doubled.

The landlord did not attend the hearing. I accept that the landlord was properly served with notice of this application and this hearing, by way of registered mail.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit, doubled?

Background and Evidence

This tenancy began October 1, 2014 and ended on February 28, 2015. The tenant paid a security deposit of \$687.50 at the start of the tenancy, and only \$87.50 was returned by the landlord following the ending of the tenancy. I accept that the landlord was properly provided with the tenant's forwarding address in writing on or about January 30, 2015, and that the tenant did not consent in writing to the landlord retaining any of the deposit. While providing a written explanation as to why the landlord was retaining a portion of the deposit, the landlord did not file a formal application to retain any of the deposit within the required 15 day period.

Analysis

In most situations, section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address, to either return the deposit or file an application to retain the deposit. If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the security deposit (section 38(6)). There is no evidence before me that any of the exceptions to the landlord's obligations under section 38(1) apply in this case. I accept that the forwarding address was provided, and that no claim was filed by the landlord within the 15 day window. There is no evidence that any statutory grounds extinguish the tenant's right to claim the deposit. I therefore find the tenant entitled to double the

unpaid deposit of \$600.00, which is \$1,200.00. The tenant is also awarded recovery of the filing fee of \$50.00.

Conclusion

The tenant is entitled to double the deposit and the recovery of his filing fee. A monetary order in the amount of \$1,250.00, payable by the landlord to the tenant is issued.

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 11, 2015

Residential Tenancy Branch

