



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC CNR MNSD FF

### Introduction

This hearing dealt with an application by the tenant for the following:

- An order setting aside the landlord's 1 Month Notice to End Tenancy;
- An order setting aside the landlord's 10 day Notice to End Tenancy;
- A monetary order for return of the tenant's security deposit; and
- Recovery of the \$50.00 filing fee paid by the tenant for this application.

At the hearing the tenant also requested monetary compensation for moving expenses and "improper notice". I advised the tenant that although this claim was mentioned in the description section of his application, the claim for compensation had not been included in the box where the amount of monetary compensation must be stated. As a result, I dismissed this portion of the tenant's claim with leave to reapply.

The tenant called into the conference call hearing. However, the landlord did not call in despite having been personally served with the tenant's Application for Dispute Resolution and Notice of Hearing on August 13, 2015.

At the outset of the hearing the tenant advised that he had already vacated the rental unit and that he no longer required orders setting aside the landlord's Notices. Thus the only remaining issue at this hearing was the matter of the tenant's security deposit.

### Issue(s) to be Decided

Is the tenant entitled to an order for return of double his security deposit?

### Background and Evidence

This tenancy began on March 1, 2013 at which time the tenant paid a security deposit of \$700.00. The tenant vacated the rental unit on July 26, 2015 and provided the landlord with his forwarding address in writing on the same day. A copy of the letter was submitted into evidence. To date, the tenant has not received any of his security deposit back from the

landlord. The tenant also testified that he did not give any written authorization to the landlord to retain all or any part of his security deposit.

### Analysis

Section 38(1) of the *Act* says that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must do one of the following:

- repay any security deposit or pet damage deposit to the tenant with interest; or
- make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38(6) then goes on to say that if a landlord does not comply with the above, the landlord may not make a claim against the deposit(s) and **must pay the tenant double** the amount of the security deposit, pet damage deposit, or both, as applicable.

In the present case, the landlord has not returned the tenant's security deposit and has not filed a claim against the deposit. The landlord should have taken one of these actions by no later than August 10, 2015. As a result, the landlord must pay to the tenant double the amount of the deposit in the amount of \$1400.00

### Conclusion

I find that the tenant has established a total monetary claim of \$1400.00 representing double the security deposit. I find that the tenant is also entitled to recover the \$50.00 filing fee for this application for a total award of \$1450.00. 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: October 07, 2015

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Residential Tenancy Branch

