



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD O

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant, the tenant's advocate and the landlord attended the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on August 1, 2014. At the outset of the tenancy the tenant paid a security deposit of \$250.00. On February 20, 2015 the tenant provided the landlord with written notice of his intention to vacate the unit by March 31, 2015 and included his forwarding address. The tenancy ended in late March 2015. The landlord has not returned the security deposit or applied for dispute resolution to keep 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. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenant provided his forwarding address in writing and did not agree in writing that the landlord could keep the deposit, and the landlord did not return the security deposit or make an application to keep the deposit. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$500.00.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$500.00. 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 30, 2015

Residential Tenancy Branch

