



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MELODY SUSAN DOUGLAS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

LANDLORD: MNR, FF  
TENANT: MNSD, FF

### **Introduction**

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking a monetary order for compensation for unpaid rent and to recover the filing fee for this proceeding.

The Tenant said he was not served the Landlord's application and he was not aware that the Landlord had made an application for dispute resolution regarding this tenancy.

The hearing started at 2:00 p.m. as scheduled, however the Landlord did not dialled into the conference call. In the absence of any evidence from the Landlord to support the application, the Landlord's application is dismissed without leave to reapply.

The Tenant filed to recover double the security deposit and the filing fee.

Service of the hearing documents by the Tenant to the Landlord were done by registered mail on June 18, 2015, in accordance with section 89 of the Act.

### **Issues to be Decided**

Tenant:

1. Is the Tenant entitled to recover double the security deposit?

### **Background and Evidence**

This tenancy started on March 1, 2012 as a fixed term tenancy and was renewed as a fixed term tenancy then continued as a month to month tenancy. Rent was \$600.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$300.00 and a pet deposit of \$300.00 at the start of the tenancy.

The Tenant said he moved out of the rental unit on May 13, 2015 and he gave the Landlord notice that he was ending the tenancy in writing on April 7, 2015. The Tenant said he thought the Landlord agreed to end the Tenancy on May 15, 2015. The Tenant said he paid the rent up to May 15, 2015.

The Tenant continued to say he gave the Landlord his forwarding address in writing on April 7, 2015. The Tenant provided a copy of the note dated April 7, 2015, ending the tenancy and providing the Tenant's forwarding address. The Tenant said the Landlord returned the pet deposit in the amount of \$300.00, but the Landlord retained the security deposit because of damages and unpaid rent. The Tenant said there were no damages and no unpaid rent so he did not understand why the Landlord kept his deposit.

As a result the Tenant said he has not received his security deposit back and he is now applying for double the security deposit. The Tenant said he is requesting 2 X \$300.00 (the security deposit) in the amount of \$600.00 as well as the filing fee for this proceeding of \$50.00.

### Analysis

With respect to the Tenant's application for double his security deposit in the amount of \$600.00:

Section 38 (1) of the Act 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.**

I find from the Tenant's testimony and written evidence that he did give the Landlord a forwarding address in writing on April 7, 2015. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or after receiving a forwarding address in writing from the Tenant, nor did the Landlord apply for dispute resolution by May 31, 2015. Consequently I find for the Tenant and grant an order for double the security deposit in the amount of \$600.00 (2 X \$300.00).

As the Tenant has been successful in this matter I order the Tenant to recover the \$50.00 filing fee for this proceeding from the Landlord. As the Landlord's application is dismissed; I order the Landlord to bear the \$50.00 filing fee for her application, which she has already paid.

A monetary order has been issued to the Tenant for the following:

Double Security deposit	\$ 600.00	
Filing fee	\$ 50.00	
Total		\$ 650.00

### Conclusion

The Landlord's application for unpaid rent is dismissed without leave to reapply.

A monetary order has been issued to the Tenant for \$650.00.

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: November 24, 2015

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Residential Tenancy Branch

