



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for return of double the security deposit paid to the landlord and for the return of the filing fee for the application, under the Residential Tenancy Act (the “Act”).

Only the tenant appeared at the hearing. The tenant provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The tenant testified and supplied documentary evidence that he served the landlord with the Notice of Hearing and Application for Dispute Resolution as well as her documentary evidence by registered mail, sent on June 29, 2015, and deemed received under the Act five days later. The tenant had provided tracking information from Canada Post to support her claim. I find the landlord has been duly served in accordance with the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

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

Is the tenant entitled to the recovery of the filing fee?

Background, Evidence

The tenant’s undisputed testimony is as follows. The tenancy began on September 1, 2013 and ended on April 30, 2015. The tenants were obligated to pay \$875.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$440.00 security deposit. The tenant stated that the landlord did not conduct move in or move

out condition inspection reports. The tenant stated that she provided the landlord her forwarding address in writing by mail on May 22, 2015 and also by e-mail. The tenant stated that the landlord cut off all communication with her at the end of tenancy and refused to discuss this matter.

The tenant is applying for the following:

1.	Return of the double the deposit \$440.00 x 2	\$880.00
2.	Filing Fee	\$50.00
3.		
4.		
5.		
6.		
	Total	\$930.00

Analysis

The tenant said she is applying for the return of double the security deposit as the landlord has not complied with the s. 38 of the *Residential Tenancy Act*.

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.

Based on the above as well as the undisputed testimony of the tenant, and in the absence of any disputing evidence from the landlord I find that the tenant is entitled to the return of double the security deposit, $\$440.00 \times 2 = \880.00 .

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

Conclusion

The tenant has established a claim for \$930.00. I grant the tenant an order under section 67 for the balance due of \$930.00. 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: December 08, 2015

Residential Tenancy Branch

