



Dispute Resolution Services

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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 double recovery of the security deposit. The tenant and the landlord participated in 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 July 1, 2014. AT the outset of the tenancy the tenant paid the landlord a security deposit of \$400.00. The landlord did not do a move-in inspection with the tenant. The tenancy ended on July 14, 2015. The landlord did not attempt to schedule a move-out inspection with the tenant.

The tenant provided the landlord with his written forwarding address via registered mail, which the landlord confirmed that he received on August 5, 2015. The tenant did not give the landlord written authorization to keep any portion of the deposit. 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 tenancy ended on July 14, 2015, and the landlord received the tenant's forwarding address in writing on August 5, 2015. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$800.00.

As his application was successful, the tenant is also entitled to recover the \$50.00 filing fee for the cost of this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$850.00. 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 22, 2015

Residential Tenancy Branch

