



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0956391 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to two applications by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of double the security deposit – Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

Based on the Tenant’s undisputed evidence I find that the Landlord was sufficiently served on July 6, 2015 with the applications for dispute resolution and notice of hearing by mail, the receipt of which was signed for by the Landlord, in accordance with Section 71 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord required to repay double the security deposits to the Tenant?

Background and Evidence

On September 1, 2015 the Tenant entered into tenancy agreement for two units. Rent for each unit was \$400.00 per month and the Landlord collected \$200.00 for each unit as a security deposit. The tenancy for each unit ended on January 31, 2014. The Tenant provided her forwarding address in writing on June 19, 2014. Although the Landlord made an application to retain the security deposits, the Landlord did not attend the hearing on this claim and it was dismissed in a Decision dated October 30, 2014.

The Landlord has not returned the security deposit for either unit to the Tenant. The Tenant claims \$800.00.

Analysis

Section 38 of the Act provides 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the undisputed evidence of the Tenant I find that the Landlord has failed to claim against the security deposit and has not returned the security deposit. As a result I find that the Tenant is entitled to return of double the security deposits plus zero interest in the total amount of \$800.00. The Tenant is also entitled to recovery of the \$50.00 and \$25.00 filing fees for a total entitlement of \$875.00.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$875.00**. If necessary, 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 15, 2015

Residential Tenancy Branch

