



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kaisaiah Investment Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and other monetary compensation. The tenant attended the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on July 30, 2015, as well as the amended application sent by registered mail on October 27, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on August 4, 2015 and with the amended application on November 1, 2015, and I proceeded with the hearing in the absence of the landlord.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?  
Is the tenant entitled to further monetary compensation as claimed?

### Background and Evidence

The tenancy began on September 14, 2014. At the outset of the tenancy the tenant paid the landlord a security deposit of \$297.50. The tenancy ended on October 31, 2014.

In early November 2014 the landlord applied for monetary compensation and an order to keep the security deposit. The landlord failed to attend the hearing on June 23, 2015 and their application was dismissed without leave to reapply.

The tenant stated that he sent his forwarding address to the landlord via registered mail and the landlord received it on July 8, 2015. The landlord did not return the security deposit.

The tenant applied for further compensation for his mailing costs related to this application; \$50.00 to pay his representative, who lost half a day's pay assisting the tenant with the application; and \$200.00 for undue hardship, as he needed his security deposit back to pay for his rent at his new rental unit.

### 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 September 30, 2014, and the landlord's application to keep the security deposit was dismissed on June 23, 2015. On July 8, 2015 the landlord received the tenant's forwarding address in writing. The landlord has failed to repay the security deposit 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 \$595.00.

Costs associated with the dispute resolution process, aside from the filing fee, are not normally recoverable. In this case I find that the tenant's mailing costs and other costs or financial difficulties he incurred while engaged in the dispute resolution process are not exceptional and therefore I dismiss this portion of the tenant's claim.

As his application was mostly 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 \$645.00. 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: January 25, 2016

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Residential Tenancy Branch