



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NVY Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for return of double the security deposit. The tenant also requested recovery of the filing fee from the landlord. Although served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on August 20, 2015, the landlord did not call into the conference call hearing. The tenant provided a copy of the Canada Post receipt for the registered mail package.

Issues to be Decided

Is the tenant entitled to the requested order?

Background and Evidence

This tenancy began on September 1, 2013 at which time the tenant paid a security deposit of \$600.00. The tenant vacated the rental unit on August 31, 2014 and provided the landlord with her forwarding address in writing on the same day and again on September 25, 2014. To date, the tenant has not received any of her security deposit back from the landlord. The tenant also testified that she did not give any written authorization to the landlord to retain all or any part of her security deposit.

Analysis

Section 38(1) of the *Act* says 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 do one of the following:

- repay any security deposit or pet damage deposit to the tenant with interest; or

- make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38(6) then goes on to say that if a landlord does not comply with the above, the landlord may not make a claim against the deposit(s) and **must pay the tenant double** the amount of the security deposit, pet damage deposit, or both, as applicable.

In the present case, the landlord has not returned the tenant's security deposit and has not filed a claim against the deposit. The landlord should have taken one of these actions by no later than September 15, 2014. As a result, the landlord must pay to the tenant double the amount of the deposit in the amount of \$1200.00.

Conclusion

I find that the tenant has established a total monetary claim of \$1200.00 representing double the security deposit. I find that the tenant is also entitled to recover the \$50.00 filing fee for this application for a total award of \$1250.00. 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: February 15, 2016

Residential Tenancy Branch

