



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

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

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

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 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 Tenant entitled to return of the security deposit?

Background and Evidence

The tenancy of one of two upper units in a house began on September 1, 2014 and ended on August 31, 2015. The Landlord collected mail at the house and used the house address as the Landlord’s address on the tenancy agreement. At the outset of the tenancy, the Landlord collected a \$750.00 security deposit from the Tenant. No move-in or move-out inspection reports were completed. The Tenant provided her forwarding address to the Landlord’s agent during the walk-through at the end of the tenancy. The Landlord has not returned the security deposit and has not made an application to claim against the security deposit. The Tenant claims return of the security deposit.

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. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenant double the security deposit plus zero interest in the amount of **\$1,500.00**. The Tenant is also entitled to return of the \$50.00 filing fee for a total entitlement of **\$1,550.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,550.00**. 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 Act.

Dated: March 09, 2016

Residential Tenancy Branch

