



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, 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;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant states that the application for dispute resolution and notice of hearing was served on the Landlord by express post and that the Tenant paid an extra amount for the collection of the Landlord’s signature on delivery.

Although section 89 of the Act requires registered mail for service of the application, section 71 of the Act allows for a finding that a document has been sufficiently served for the purposes of this Act. Given the Tenant’s evidence of the requirement of a signature on delivery as would be provided by registered mail service I find that the application documents have been sufficiently served.

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 double the security deposit?

Background and Evidence

The tenancy began on September 15, 2013 and ended on August 31, 2015. At the outset of the tenancy, the Landlord collected \$487.50 as a security deposit. A move-in inspection and report was not offered or completed by the Landlord and the Landlord

refused to conduct a move-out inspection. The Tenant provided the forwarding address in writing on October 28, 2015 by registered mail. The Landlord has not returned the security deposit and has not made file an application for dispute resolution to claim against the security deposit. The Tenant claims return of double the security deposit and registered mail costs.

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 has not made an application for dispute resolution claiming against the security deposit, and has not returned 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 **\$975.00**.

As nothing in the Act provides for costs of proceedings other the filing fee and as mail costs are costs for the proceedings I find that the Tenant is only entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,025.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for **\$1,025.00**. 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 23, 2016

Residential Tenancy Branch