



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNSD FF

Introduction

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

The hearing convened by telephone conference call at 1:00 p.m. on March 1, 2015. The line remained open while the phone system was monitored for 12 minutes and the only participant who called into the hearing during this time was the tenant. Therefore, as the landlord did not attend the hearing by 1:12 p.m., and the tenant appeared and was ready to proceed, I dismiss the landlord's claim without leave to reapply.

The tenant stated that she served the landlord with the application for dispute resolution and notice of hearing on September 2, 2015. I accepted the tenant's evidence that the landlord was served with notice of the hearing, and I proceeded with the tenant's application in the absence of the landlord.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on December 15, 2015. At the outset of the tenancy the tenant paid the landlord a security deposit of \$575.00. On July 15, 2015 the tenant personally served the landlord with her notice to vacate and her written forwarding address. The tenancy ended on August 14, 2015. The tenant stated that the landlord did not complete a move-out inspection with the tenant. The tenant stated that on August 22, 2015 she received a cheque from the landlord for \$225.00, but she returned it to the landlord. On August 30, 2015 the landlord applied to keep the security deposit.

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 tenant provided forwarding address in writing on July 15, 2015, and the tenancy ended on August 14, 2015. The landlord attempted to repay \$225.00 of the deposit on August 22, 2015, and they made their application to keep the security deposit on August 30, 2015. Because the 15th day after the tenancy ended, August 29, 2015, fell on a Saturday, the deadline for the landlord to keep the deposit extended to the next business day, which was August 31, 2015. The landlord therefore complied with the requirement to apply to keep the deposit within the required time frame.

The tenant raised the issue that the landlord failed to complete a move-out inspection with the tenant; however, the tenant did not provide sufficient evidence on this point to establish that the landlord extinguished their right to claim the security deposit for damage to the unit.

I find that the tenant is not entitled to double recovery of the security deposit. The tenant is entitled to recovery of the base amount of the deposit, in the amount of \$575.00.

Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the amount due of \$575.00. 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: March 23, 2016

Residential Tenancy Branch