



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Did the tenant provide the landlord with her forwarding address in writing? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

Both parties agreed to the following:

The tenancy started on June 19, 2015 and ended on September 20, 2015. The monthly rent was \$650.00. At the start of the tenancy, the tenant paid a security deposit of \$325.00.

The tenant testified that on October 22, 2015, she visited the landlord to request the return of the security deposit. The landlord refused to return the deposit and stated that the tenant had not provided proper notice to end the tenancy. The discussion got heated and the landlord called the police.

The landlord agreed that the tenant visited him after the tenancy ended but could not recall the exact date. The landlord also agreed that he had called 911 and that a police officer attended his residence. The tenant testified that the police officer told her to put the letter containing her forwarding address into the landlord's mailbox.

I asked the landlord whether he had received a letter from the tenant that day and he replied "*I don't know*".

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, I accept the tenant's testimony that she provided the landlord with her forwarding address during her visit to the landlord on October 22, 2015, in the presence of a police officer.

I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days after receiving the tenant's forwarding address in writing and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit. Accordingly, the landlord must return \$650.00 to the tenant. Since the tenant has proven her case she is also entitled to the recovery of the filing fee of \$50.00.

Overall the tenant has established a claim of \$700.00. Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$700.00**, which represents double the security deposit plus the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$700.00**.

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 30, 2016

Residential Tenancy Branch