



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS GROUP #0955802 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover double the security deposit.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served in person to the landlord's office on February 04, 2016.

The tenant and an agent for the tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the tenant entitled to recover double the security deposit?

Background and Evidence

The tenant testified that this tenancy started on November 01, 2012 for a month to month tenancy. Rent for this unit was \$550.00 per month due on the 1st day of each

month in advance. The tenant testified that she paid \$275.00 for the security deposit on at the start of the tenancy. The tenant has provided a copy of the tenancy agreement in documentary evidence.

The tenant testified that she vacated the rental unit on November 17, 2014 and did not give the landlord written permission to keep all or part of the security deposit. The tenant testified that she provided her forwarding address in writing to the landlord on July 05, 2015. The tenant testified that they had a previous hearing on January 11, 2016 concerning the security deposit. The tenant was given leave to reapply as the landlord did not have the necessary records showing a deposit had been paid. The tenant provided a copy of the tenancy agreement and her forwarding address again after that hearing. This was sent by email on February 03, 2016 and a hard copy was also dropped off at the front desk of the landlord's office on February 03, 2016.

The tenant testified that the landlord has not returned the tenant's security deposit within 15 days and therefore the tenant seeks to recover double the security deposit.

Analysis

Section 38(1) of the *Residential Tenancy Act (Act)* says that a landlord has 15 days from the end of the tenancy or from the date that the landlord receives the tenant's forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If the landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Therefore, based on the above and the undisputed evidence presented I find that the landlord did receive the tenant's forwarding address in writing on July 05, 2015. As a result, the landlords had until July 20, 2015 to return all of the tenant's security deposit or file a claim to keep it. As the landlord failed to do so, the tenant has established a

claim for the return of double the security deposit to an amount of **\$550.00**, pursuant to section 38(6)(b) of the *Act*. There has been no accrued interest on the security deposit for the term of the tenancy.

Conclusion

For the reasons set out above, I grant the tenant a Monetary Order pursuant to Section 38(6)(b) of the *Act* in the amount of **\$550.00**. This Order must be served on the Respondent and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondent fails to comply with the Order.

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: April 19, 2016

Residential Tenancy Branch