



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CERCO DEVELOPMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with a tenant's application for doubling of the security deposit. The landlord did not appear at the hearing. The tenant testified that the hearing documents were sent to the manager of the property who is named as a party to the dispute. The tenant provided a registered mail tracking number as proof of service. A search of the tracking number showed that the manager received the registered mail on October 1, 2015. I was satisfied that the landlord's agent was served with notification of this proceeding and I continued to hear from the tenant in the absence of the landlord.

Issue(s) to be Decided

Are the tenants entitled to doubling of the security deposit?

Background and Evidence

The tenancy ended on August 31, 2015 and the tenant participated in a move-out inspection of the property with the manager on that date. On the move-out inspection report the tenant provided the landlord with a forwarding address. No deductions from the deposit were sought or authorized. The move-out inspection report indicates that the entire security deposit of \$1,100.00 would be refunded to the tenant.

When the tenants did not receive a refund of the security deposit by September 24, 2015 they filed their application. On October 1, 2015 the tenant received a refund of \$1,100.00 in the mail in an envelope post marked September 30, 2015.

As documentary evidence I was provided a copy of page 3 of the move-out inspection report. This page provides for the forwarding address of the landlord and tenant and indicates the security deposit of \$1,100.00 was to be returned. The document is signed by both the manager and the tenant appearing before me.

Analysis

Where a landlord does not file a claim against a security deposit or obtains the tenant's written consent to retain the security deposit, section 38(1) of the Act provides that a security deposit is to be returned to the tenant within 15 days from the day the tenancy ended or the date the landlord received the tenant's forwarding address in writing, whichever day is later. Where a landlord does not comply with section 38(1) of the Act, section 38(6) requires that the landlord must pay the tenant double the security deposit.

In this case, I accept the unopposed evidence that the tenancy ended and the tenant provided a forwarding address to the landlord on writing on August 31, 2015. Since the landlord made no claim against the security deposit and the tenant did not authorize any deductions from the security deposit, the landlord was required to refund the security deposit to the tenants by September 15, 2015. However, the landlord did not mail the refund cheque to the tenants until September 30, 2015 which is well beyond the 15 day time limit. Therefore, I find the landlord to be in violation of section 38(1) of the Act and the tenants are entitled to doubling of the deposit.

In light of the above, I award the tenants \$1,100.00 to reflect doubling of the deposit and I award the tenants recovery of the \$50.00 filing fee they paid for this application. Accordingly, the tenants are provided a Monetary Order in the total amount of \$1,150.00 to serve and enforce against the landlord.

Conclusion

The tenants are entitled to have their security deposit doubled. The tenants have been provided a Monetary Order in the sum of \$1,150.00 to serve and enforce against the landlord.

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 05, 2016

Residential Tenancy Branch

