



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Goodrich Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant and the landlord attended the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on September 1, 2013. At the outset of the tenancy the tenant paid the landlord a security deposit of \$1,250.00. The tenancy ended on June 30, 2015. The landlord received the tenant's written forwarding address on July 16, 2015. The landlord returned \$159.80 of the security deposit on September 21, 2015, but did not return the balance of the deposit or make an application to keep it. The tenant did not agree in writing that the landlord could keep a specific amount of the 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, unless the tenant has agreed in writing that the landlord may retain part of the deposit, 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 tenancy ended on June 30, 2015, and the landlord received the tenant's forwarding address in writing on July 16, 2015. The tenant did not agree in writing that the landlord could keep any specific amount of the deposit. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$2,500.00, less the payment of \$159.80 that the tenant received on September 21, 2015.

As his application was successful, the tenant is also entitled to recover the \$50.00 filing fee for the cost of this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$2,390.20. 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: April 25, 2016

Residential Tenancy Branch