



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD MNDC FF

### Introduction

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

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 balance of the security deposit?

### Background and Evidence

The tenancy began on February 1, 2014. At the outset of the tenancy the tenant paid the landlord a security deposit of \$1,050.00 and a pet deposit of \$1,050.00. The tenancy ended on February 28, 2015. The landlord returned \$1,550.00 of the deposits on March 3, 2015, but withheld \$400.00. The tenant provided the landlord with her written forwarding address on June 1, 2015. The landlord did not return the balance of the security deposit or apply for dispute resolution to keep the balance.

### 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 tenancy ended on February 28, 2015, and the tenant her forwarding address in writing on June 1, 2015. The landlord has failed to repay the balance of 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 balance of the security deposit, in the amount of \$1,050.00.

As her 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 \$1,100.00. 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: April 25, 2016

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Residential Tenancy Branch