



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.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on October 17, 2015. The tenant filed a print out of the mail tracking history which indicates that the tenant picked the package up on October 20, 2015 and signed for it.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy began on September 01, 2012 for a fixed term of three years with an effective end date of August 31, 2015. The monthly rent was \$3,500.00. Prior to moving in, the tenant paid a security deposit of \$1,750.00.

The tenant testified that he provided the landlord with notice to end the tenancy in a letter dated May 28, 2014. The tenant filed a copy of this letter. Along with his notice to end tenancy, the tenant also provided his forwarding address. The tenant filed a copy of an email from the landlord dated June 23, 2014 in which she acknowledges the receipt of the letter and promises to return the deposit before July 14, 2014.

The tenant testified that he has not yet received the deposit and is now making a claim for the return of double the deposit plus the filing fee.

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.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the tenant provided the landlord with his forwarding address in writing on May 28, 2014 and moved out on June 30, 2014.

I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$1,750.00 and is obligated under section 38 to return double this amount (\$3,500.00.00) plus interest on the base deposit (\$0.00). Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee (\$50.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$3,550.00**. 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 for **\$3,550.00**.

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: April 08, 2016

Residential Tenancy Branch