



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order for return of the security deposit - Section 38; and
2. An Order for the Landlord's compliance - Section 62.

I accept the Tenant's evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail on October 29, 2015 in accordance with Section 89 of the Act. The Landlord did not participate in the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions. The Tenant clarified that the order being sought for compliance is in relation to the return of the security deposit.

Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

Background and Evidence

The tenancy started on August 1, 2003 and ended on August 31, 2015. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit. The Tenant provided its forwarding address to the Landlord on September 27, 2015 and a copy of this letter was provided as evidence. The Landlord has not returned the security deposit and has not made an application for dispute resolution to claim against the security deposit.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on undisputed evidence I find that the Landlord has failed to return the security deposit and has not made an application to claim against the security deposit. As a result I find that the Tenant is entitled to the return of double the security deposit plus interest in the amount of \$1,119.50 (550.00 + 550.00 + 19.50).

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,119.50**. If necessary, 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: May 10, 2016

Residential Tenancy Branch