



# 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 recovery of the security deposit and reimbursement of an overpayment of rent. The tenant attended the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail sent on October 30, 2016. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on November 4, 2016, and I proceeded with the hearing in the absence of the landlord.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?  
Is the tenant entitled to reimbursement of an overpayment of rent?

### Background and Evidence

The tenancy began on August 1, 2015. The tenant paid the landlord a security deposit of \$200.00. The tenant stated that on October 26, 2015 the landlord changed the lock on her door and prevented her from re-entering her room. The tenant provided the landlord with her written forwarding address on October 26, 2015. The landlord has not returned the security deposit or applied for dispute resolution. The tenant seeks recovery of her security deposit and reimbursement of \$125.80 for the last six days of October 2015.

### 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.

I accept the tenant's undisputed evidence and find that the landlord ended the tenancy when he locked the tenant out of her room on October 26, 2015. I also accept the tenant's evidence that she gave the landlord her forwarding address in writing on that date. 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 \$400.00.

As the landlord ended the tenancy on October 26, 2015, the tenant is also entitled to reimbursement of her rent for the last six days of that month, and I grant the tenant \$125.80 as claimed.

### Conclusion

The tenant is entitled to double recovery of her security deposit and reimbursement of \$125.80 in rent. I grant the tenant an order under section 67 for the balance due of \$525.80. 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: June 12, 2016

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Residential Tenancy Branch