



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This was a hearing with respect to an application by the tenant for the return of his security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant participated in the hearing. The landlords did not attend although he was served with the application and Notice of Hearing sent by registered mail on November 19, 2015.

### Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit including double the amount?

### Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on January 14, 2015 and ended on February 2<sup>nd</sup>, 2015. The tenant paid a security deposit of \$1,225.00 at the start of the tenancy. According to the tenancy agreement rent was \$1,225.00, payable every 15 days.

The tenant was to move out of the rental unit at the end of January, but it was agreed that he would move out on February 2<sup>nd</sup>. The tenant requested the return of his security deposit. He provided the landlord with his forwarding address by letter dated October 7, 2015. The tenant provided proof that the letter was sent by mail on October 8, 2015 forwarding address at the time of the condition inspection.

On February 11, 2015 the tenant received the sum of \$880.00 by an Interac e-Transfer. The tenant expected to receive payment of the full amount of his deposit less the sum of \$150.00 for the two days that he occupied the rental unit in February. The tenant requested the payment of the balance of his security deposit and received assurances that the balance would be paid, but it was not paid and the tenant commenced this application to claim payment of the deposit, including double the amount.

The landlord did not return the security deposit in full and they did not file an application for dispute resolution to claim the deposit.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit.

I am satisfied that the tenant provided the landlords with his forwarding address in writing, and I find that the tenant served the landlords with documents notifying the landlord of this application as required by the *Act*.

Only a portion of the tenant's security deposit was refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I find that the tenants are entitled to an award in the amount of double the security deposit less the amount that was repaid to the tenant. The tenant was entitled to a refund of his deposit in the amount of \$1,075.00. That amount doubled is \$2,150.00. The tenant received \$880.00 to be deducted from the award. I grant the tenant's application and award him the sum of \$1,270.00, being double the amount of the security deposit held by the landlord less the amount repaid. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,320.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered 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 14, 2016

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Residential Tenancy Branch