



Dispute Resolution Services

Page: 1

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. The tenant attended the teleconference hearing but the landlord did not.

The tenant stated that he personally served the landlord with the application for dispute resolution and notice of hearing on November 14, 2015. I accepted the tenant's evidence that the landlord was served with notice of the hearing, and I proceeded with the hearing in the absence of the landlord.

Issue(s) to be Decided

Is the tenant entitled to recovery of the security deposit?

Background and Evidence

The tenancy began in October 2011. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$800.00. The tenancy ended on October 31, 2015. The tenant did not provide the landlord with his written forwarding address prior to making this application. The landlord has not returned the security deposit or applied for dispute resolution.

The tenant stated that the landlord was entitled to \$100.00 for cleaning the curtains and \$75.00 for replacing the broken dishwasher doorknob. The tenant claimed \$625.00 for the balance of the security deposit.

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 October 31, 2015. However, the tenant did not provide the landlord with his written forwarding address prior to making this application. I therefore find that the tenant is not entitled to double recovery of the security deposit..

The tenant is entitled to recovery of the base amount of the security deposit of \$800.00, less \$175.00 that the tenant stated the landlord was entitled to for cleaning and repairs.

As his 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 \$675.00. 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: June 24, 2016

Residential Tenancy Branch