



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Double D Developments Ltd.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant attended the teleconference hearing but the landlord did not.

The tenant stated that he served the landlord with the application for dispute resolution and notice of hearing. 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 double recovery of the security deposit?

### Background and Evidence

The tenancy began on June 1, 2015. At the outset of the tenancy the tenant paid the landlord a security deposit of \$450.00. The tenancy ended in October 2015. The tenant provided the landlord with his written forwarding address during the move-out inspection, and the landlord called the tenant on November 4, 2015 to confirm the correct address. On November 5, 2015 the landlord returned \$266.66 of the security deposit and withheld the balance of \$183.34.

### 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 to keep part or all of the deposit. 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 or about October 31, 2015. The landlord returned part of the security deposit within the required time frame, but they withheld the balance without either the tenant's written permission or an order allowing the landlord to retain any amount of the deposit. I therefore find that the tenant is entitled to double the unreturned amount of \$183.34, for a balance of \$366.68.

As their 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 \$416.68. 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: July 18, 2016

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Residential Tenancy Branch