



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD MNDC

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and other monetary compensation. 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 November 25, 2015. 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 30, 2015, 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 other monetary compensation as claimed?

Background and Evidence

The tenancy began on July 1, 2014, with monthly rent of \$500.00 due in advance on the first of each month. At the outset of the tenancy the tenant paid the landlord a security deposit of \$250.00. The tenant stated that the landlord told the tenant that he had to move out so that the landlord's sister could move in. The tenant stated that he therefore moved out, and the tenancy ended on October 31, 2015. The tenant stated that on November 1 or 2, 2015 he left his forwarding address in writing in the landlord's mailbox. The landlord has not returned the security deposit or applied for dispute resolution. The tenant has claimed double recovery of his security deposit and compensation equivalent to two months of rent.

Analysis

Security Deposit

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, and the tenant provided his forwarding address in writing on November 1 or 2, 2015. 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 \$500.00.

Further Compensation

Under section 51 of the Act, when a tenant is served with a notice to end tenancy for landlord's use and the landlord does not use the unit for the purpose indicated on the notice, the landlord must pay the tenant compensation equivalent to two months of rent.

In this case, the tenant did not receive a notice to end tenancy, and he is therefore not entitled to compensation. The tenant could have remained in the rental unit but he instead chose to move out. I therefore dismiss this portion of the tenant's claim.

Conclusion

The tenant is entitled to double recovery of his security deposit, but he is not entitled to further compensation.

I grant the tenant an order under section 67 for the balance due of \$500.00. 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: July 22, 2016

Residential Tenancy Branch