



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the return of the security deposit - Section 38.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail on December 21, 2015 in accordance with Section 89 of the Act. It is noted that the Landlord was aware of the hearing as the Landlord provided an evidence package to both the Tenant and the Residential Tenancy Branch. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to return of the security deposit?

Background and Evidence

The tenancy started on February 1, 2015 and ended on November 1, 2015. Rent of \$2,300.00 was payable monthly. At the outset of the tenancy the Landlord collected \$1,150.00 as a security deposit. The Tenant provided its forwarding address to the Landlord in writing on October 16, 2015. The Landlord returned a total of \$850.00 and retained the remaining amount without the Tenant’s authorization. The Landlord did not make an application to retain any amount of the security deposit. Although the Tenant did not claim double the security deposit on the application the Tenant was not sure how to claim the double amount and does not waive its claim to double.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the Tenant's undisputed evidence that the Landlord did not return the full amount of the security deposit and did not make an application to claim against the security deposit, I find that the Tenant is entitled to double the security deposit in the total amount of \$2,300.00. Deducting the \$850.00 already paid to the Tenant leaves \$1,450.00 owed by the Landlord to the Tenant.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,450.00**. If necessary, 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: August 2, 2016

Residential Tenancy Branch

