



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Stratawest Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

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 return of double the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

Landlord RJ did not appear at the hearing. I accept the Tenant’s evidence that this Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act.

The Tenant and the corporate Landlord SM were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

Landlord SM states that they have been incorrectly added as a party to the application. Landlord SM states that they are a management company that works for the Strata Corporation but that they do not and have not acted for any rentals of the Strata Corporation. Landlord SM states that Landlord RJ is a caretaker employed by the Strata Corporation. The Tenant states that he dealt with and paid the monies to Landlord RJ and that he was unaware that Landlord RJ was employed by the Strata and not employed by Landlord SM. The Tenant accepts that Landlord SM is not appropriately named as a Party to this dispute. Given the evidence of both Parties I accept that Landlord SM is not a party to the dispute and I dismiss the application against Landlord SM.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

On November 7, 2015 the Tenant paid the first month rent of \$1,600.00 and a security deposit of \$800.00 for a tenancy to begin January 1, 2016. On November 13, 2015 the Tenant verbally informed the Landlord that he would not be moving into the unit. On November 18, 2015 the Landlord returned \$1,600.00 to the Tenant. On November 25, 2015 the Tenant gave the Landlord written request for the return of the security deposit and provided the forwarding address. The Landlord has not returned the security deposit and has not made an application to claim against the security deposit.

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.

As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Tenant is entitled to return of double the security deposit in the amount of **\$1,600.00**. The Tenant is also entitled to return of the **\$50.00** filing fee for a total entitlement of **\$1,650.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,650.00**. 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 02, 2016

Residential Tenancy Branch

