



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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.

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

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The following are undisputed and relevant facts: The tenancy began on December 14, 2013 and ended on November 1, 2015. At the outset of the tenancy, the Landlord collected a security deposit of \$1,200.00. The Tenant provided its forwarding address in writing by registered mail on January 6, 2016. The Landlord did not return the security deposit and made no application to claim against the security deposit.

The Landlord states that she was unable to collect the registered mail and does not know where the forwarding address ended up. The Landlord states that the Tenant left the unit with ruined carpets. The Landlord states that the unit has been sold.

The Tenant claims \$2,400.00 plus the \$100.00 filing fee.

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 Landlord is required to pay the Tenant double the security deposit of **\$2,400.00**. The Tenant is also entitled to return of the filing fee for a total entitlement of **\$2,500.00**. The Landlord is at liberty to make an application for dispute resolution should the Landlord have a claim.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for **\$2,500.00**. 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 Act.

Dated: August 15, 2016

Residential Tenancy Branch