



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

The tenant applies for return of an \$847.50 security deposit and an \$847.50 pet damage deposit.

The landlord did not attend the hearing within ten minutes after its scheduled start time. The tenant testifies that he served the landlord with the application and notice of hearing by registered mail to the address on the application. Canada Post records (tracking number recorded on cover page of this decision) show that the mail was received by the landlord and signed for on her behalf by her concierge on January 11, 2016.

I find that the landlord has been duly served.

The tenant testifies that the tenancy ended August 14, 2015 and that he provided the landlord with a forwarding address in writing at that time and again a few days later in August.

On the tenant's undisputed evidence I find that he is entitled to the return of his deposit money.

Section 38 of the *Residential Tenancy Act* provides that where 15 days have passed after the end of the tenancy and receipt of a forwarding address in writing and where the landlord has failed to either repay the deposit money or make application to keep it within that 15 days, then a tenant is entitled to a doubling of the deposit money remaining at the end of the tenancy.

In this case, the doubling penalty is applicable. However, the tenant has not requested a doubling of the deposit money in his application. Residential Tenancy Policy Guideline 17, "Security Deposit and Set off [*sic*]" provides that an arbitrator is to award

the doubling penalty even when not claimed in the application, unless the tenant specifically declines it.

The question was put to the tenant at this hearing and he chose not to decline the doubling penalty.

In result, the tenant is entitled to return of double the deposit money, a total of \$3390.00, plus recovery of the \$50.00 filing fee he paid for this application.

There will be a monetary order against the landlord in the amount of \$3440.00.

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 16, 2016

Residential Tenancy Branch