



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, OLC, FF

Introduction

The tenant applies for return of a security deposit.

The respondent did not attend the hearing within ten minutes after its scheduled start time nor did he file any material in opposition to the application.

The tenant testifies that the respondent is the new owner of the home in which the one bedroom basement rental unit was located and was the purchaser at whose request the two month Notice to End Tenancy was given by the tenant's original landlord Ms. J.T. By operation of s. 93 of the *Residential Tenancy Act* (the "*Act*"), the new owner is responsible to account to the tenant for the deposit money.

The tenant testifies that she served the respondent with the application and notice of hearing by registered mail. Canada Post records (tracking number shown on cover page of this decision) indicate that the mail was sent April 5, 2016 and went "unclaimed by recipient."

The registered mail was sent to that home address where, by virtue of the two month Notice, the respondent indicated he would be residing. On this evidence I find that the respondent has been duly served in accordance with s. 89 of the *Act*.

The tenant applies to recover a \$600.00 security deposit testifying that it has not been returned since the rental unit was vacated February 29, 2016. Since bringing her application she has found the original deposit cheque and discovered that the security deposit was actually in the amount of \$900.00. Despite this evidence I determine that in the absence of the respondent it would not be fair to permit the tenant to amend her application by raising the amount of the claim.

I find that the tenant is entitled to recover the \$600.00 plus the \$100.00 filing fee for this application.

Section 38 of the *Act*, provides that once a tenancy has ended and once the landlord has received the vacating tenant's forwarding address in writing, the landlord has a fifteen day period in which to either repay the deposit money or make an application to keep it. A landlord who fails to comply must account to the tenant for double the deposit money.

In this case, the tenant has not requested a doubling of the deposit money. However, Residential Tenancy Policy Guideline 17, "Security Deposit and Set off [sic]" indicates that the doubling provision is to be implemented even where not requested in the application documents unless the tenant at hearing specifically declines the doubling.

The tenant at this hearing declined to decline the doubling.

I am satisfied that the respondent received the tenant's forwarding address in writing at the latest by his deemed receipt by registered mail of the tenant's application, which itself provides her forwarding address. That would have been April 10, 2016. The respondent is therefore in breach of s. 38 of the *Act* and the tenant is entitled to a doubling of the \$600.00 amount sought.

The tenant will therefore have a monetary order against the respondent in the total amount of \$1300.00.

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 30, 2016

Residential Tenancy Branch