



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary order for return of double the security deposit, compensation for damage or loss under the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the landlords' agent, G.P. on February 19, 2016, via registered mail at the address noted on the Application. A Canada Post tracking number and receipt was provided as evidence of service.

The tenant used a service address provided by G.P. The address was obtained after the Notice of hearing was issued on February 17, 2016. That address differs from the service address provided on the application.

These documents are deemed to have been served on the fifth day after mailing, in accordance with section 89 and 90 of the Act.

The landlord did not appear at the hearing.

Preliminary Matters

The tenant stated that in December 2015 the rental unit building was sold to S.I., a company headquartered in Etobicoke, Ontario. At that time the tenant had contact with a number of agents for the landlord; one of whom was G.P.; the agent served with the hearing documents. The tenant named G.P. as the sole respondent. The application has been amended to include the company name and G.P. as primary agent.

Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid?

Background and Evidence

The tenancy commenced in March 2013. A security deposit in the sum of \$422.50 was paid. In December 2015 the building was sold and the tenant was offered a financial incentive to vacate. The tenant accepted the end of tenancy and vacated on December 26, 2015.

On December 26, 2015 the tenant met with an agent, D.M. who gave him the incentive cheque. The tenant provided D.M. with his written forwarding address.

On December 30, 2016 the tenant gave agent G.P. his forwarding address and then the tenant emailed the address to a third agent.

On February 25, 2016 the tenant received a cheque in the sum of \$412.50. The tenant said he had not signed agreeing to any deduction from the deposit.

The tenant has requested return of double the security deposit, less the sum returned.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I find that the landlord received the tenants' written forwarding address on December 26, 2015 when it was given to agent D.M. The landlord had 15 days beyond December 26, 2015 to return the deposit in full. It was not until February 2016 that funds were returned and the sum returned was \$10.00 less than the deposit that had been paid by the tenant.

Therefore, as the landlord did not return the deposit within 15 days of the end of tenancy and the date the forwarding address was given I find pursuant to section 38(6) that the landlord must pay the tenant double the \$422.50 deposit; less \$412.50 previously returned.

As the tenants' application has merit I find that the tenant is entitled to recover the \$100.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary order in the sum of \$532.50. In the event that the landlord does not comply with this order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Conclusion

The tenant is entitled to return of double the security deposit less the sum previously returned by the landlord.

The tenant is entitled to recover the filing fee cost from the landlord.

This decision is final and binding and 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: October 04, 2016

Residential Tenancy Branch

