



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant and the landlord participated in the teleconference hearing

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on February 1, 2014. The tenant paid the landlord a security deposit of \$375.00. The tenancy ended on November 30, 2015. The landlord did not return the security deposit or apply for dispute resolution to keep the deposit

Tenant's Evidence

The tenant stated that on December 21, 2015 she served the landlord with a letter indicating an address where her security deposit could be returned. The tenant stated that she did not want to give the landlord her address because he was harassing her and she had to call the cops twice.

Landlord's Response

The landlord first stated that he did not receive the tenant's forwarding address in writing until he received her application for dispute resolution. Later in the hearing, when the tenant stated that she gave the landlord a written forwarding address on December 21, 2016, the landlord repeatedly and aggressively asked the tenant whether it was *her* address.

In his documentary evidence the landlord described how he discovered that the person staying with the tenant was a “deadbeat dad... and I have a problem with that kind of person. I told her so loudly and she called the cops.... Then 2 days later she called them again.”

Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenancy ended on November 30, 2016. I accept the tenant’s evidence as consistent and plausible that she gave the landlord a forwarding address in writing on December 21, 2016. It is not required that the tenant provide their own address as a forwarding address. I find it credible that the tenant did not want to give the landlord her own address, as the landlord by his own admission complained “loudly” to the tenant about her guest. The landlord did not repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant’s forwarding address in writing. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$750.00.

As her application was successful, the tenant is also entitled to recover the \$100.00 filing fee for the cost of this application.

Conclusion

The tenant’s application is successful.

I grant the tenant an order under section 67 for the balance due of \$850.00. 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: October 25, 2016

Residential Tenancy Branch