



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PPG MANAGEMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MNDC, O, FF*

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit and for compensation for loss under the *Act*.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on June 10, 2016. The tenant provided a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the tenant informed me that he wished to withdraw his claim for compensation and also wished to be granted the recovery of the filing fee.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy began on September 01, 2015 for a fixed term of one year. The monthly rent was \$730.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$365.00. The tenant moved out on April 20, 2016.

The tenant testified that he provided the landlord with his forwarding address during the move out inspection on April 20, 2016. The tenant followed up with emails to the landlord and filed copies of the emails into evidence. The landlord replied to the tenant stating that he had not found a new tenant to move into the rental unit and therefore the tenant owed rent even after the landlord retained the entire security deposit.

When the tenant realized that the landlord had no intention of returning his security deposit, he made this application on June 06, 2016.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$365.00 and is obligated under section 38 to return double this amount (\$730.00) plus interest on the base deposit (\$0.00). Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee (\$100.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$830.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order for **\$830.00**.

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: November 29, 2016

Residential Tenancy Branch