



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, as well as recovery of the filing fee. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that she had received the tenant's application and 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?
Is the tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on September 15, 2015. On August 18, 2015 the tenant paid the landlord a security deposit of \$350.00. The tenancy ended on April 30, 2016. The tenant provided the landlord with his written forwarding address by registered mail sent on June 10, 2016. The landlord has not returned the security deposit or applied for dispute resolution to keep the deposit. The landlord did not deny receiving the tenant's forwarding address in writing.

The landlord stated that she kept the security deposit because in November 2015 the tenant only paid \$325.00 of the rent.

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 April 30, 2016, and the tenant provided his forwarding address in writing by registered mail on June 10, 2016. The landlord was deemed to have received the forwarding address on June 15, 2016. 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 in writing. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$700.00.

As his 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 \$800.00. 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: January 31, 2017

Residential Tenancy Branch