



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Northern Property Real Estate Investment Trust  
and [tenant name suppressed to protect privacy]

## **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 attended 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 September 1, 2015 as a fixed-term tenancy to end on August 31, 2016. At the beginning of the tenancy the tenant paid the landlord a security deposit of \$747.50. The tenancy ended on November 27, 2015. On that date the tenant gave the landlord his forwarding address in writing. The tenant did not give the landlord written permission to keep any part of his security deposit. The landlord has not returned the security deposit or applied for dispute resolution to keep the deposit.

The landlord stated that because the tenant moved out three months after the one-year fixed term began, the landlord was entitled to keep the security deposit as payment for liquidated damages.

### 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 27, 2015, and the tenant provided his forwarding address in writing on that date. The landlord has 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 \$1,495.00.

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

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$1,595.00. 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: March 10, 2017

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Residential Tenancy Branch