



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application brought by the tenant requesting an order for return of double his \$275.00 security deposit for a total of \$550.00.

The applicant testified that the respondent was served with notice of the hearing by my personal service on September 27, 2016; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began in April of 2015 and that he vacated the rental unit on June 30, 2016.

The applicant further testified that on June 20, 2015 he paid a security deposit of \$275.00, and has supplied a copy of the receipt in his evidence.

The applicant further testified that, on July 8, 2016, he personally served the landlord with his forwarding address in writing, and requested the return of his security deposit.

The applicant further stated that to date the landlord has refused to return his security deposit, and each time he has attempted to contact the landlord, the landlord just hangs up the phone.

The applicant further testified that he has not given the landlord any permission to keep any or all of his security deposit, nor has there been any order be issued against his security deposit.

The applicant is therefore requesting an order for return of double his security deposit.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit, or applied for dispute resolution to keep any or all of tenant's security deposit, and the time limit in which to apply is now past.

This tenancy ended on June 30, 2016 and the landlord had a forwarding address in writing by July 8, 2016 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

Conclusion

Pursuant to section 38 of the Residential Tenancy Act I have issued a monetary order for the respondent to pay \$550.00 to the applicant.

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 29, 2017

Residential Tenancy Branch