



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLYVAN PACIFIC REAL ESTATE MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNSD FF

Introduction

This hearing was convened in response to an application by the tenant for an Order pursuant to Section 38(6) of the *Residential Tenancy Act* (Act) and to recover the filing fee. The tenant participated in the conference call hearing and the landlord did not. The tenant testified to and submitted evidence that they served the landlord with the application for dispute resolution and Notice of Hearing by registered mail and that it was accepted by the landlord. I found that the landlord was served with notice of the claim against in accordance with the Act and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to the monetary amount claimed?

Background and Evidence

The tenant's undisputed evidence is as follows. The tenant paid a \$375.00 security deposit at the start of the tenancy of March 30, 2014. The tenancy ended on September 30, 2016 and the parties conducted the requisite condition inspections. The tenant provided their forwarding address to the landlord in writing on the Condition Inspection Report, as submitted, on September 30, 2016 for the return of the security deposit. The tenant testified to and submitted evidence e-mail communications with the landlord throughout October and November 2016 respecting the return of the security deposit to no avail. On November 13, 2016 the tenant filed their application to recover their security deposit. The tenant testified to and submitted into evidence an envelope reportedly post-marked December 22, 2016 and addressed to the tenant's *forwarding address*, inside of which was a cheque from the landlord in the amount of the original security deposit dated October 13, 2016 addressed to the tenant at the *dispute address*.

Analysis

Section 38(1) of the Act provides that the landlord must return the deposits of the tenancy 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. I find the landlord received the tenant's forwarding address in writing on September 30, 2016. I find 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. As a result, the Act prescribes that pursuant to **Section 38(6)** the landlords must pay the tenant *double* the amount of the security deposit or a pet damage deposit, as applicable.

I find that in December 2016 the landlord eventually repaid to the tenant the original amount of the security deposit of \$375.00. I find that the landlord was obligated under the prescribed provisions of **Section 38** to return *double* this amount. Therefore, I award the tenant the balance of their entitlement of *double* their security deposit in the amount of \$375.00. As the tenant was successful in their application I further grant the tenant their filing fee of \$100.00 for a sum award of **\$475.00**.

I grant the tenant an **Order** under Section 67 of the Act for **\$475.00**. If necessary this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant's application is granted.

This Decision is final and binding.

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: May 10, 2017

Residential Tenancy Branch