



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOUNT WASHINGTON HOSTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of double the security deposit and the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on November 16, 2016 for the original hearing and the Residential Tenancy Branch served the Landlord with the Notice of Hearing for the reconvened hearing of today. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absence.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security deposit?

Background and Evidence

This tenancy started on January 1, 2014 as a month to month tenancy. The tenancy ended September 30, 2016. Rent was \$450.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$225.00 at the start of the tenancy. The Tenant said no condition inspection reports were completed for this tenancy. Further the Tenant said he gave the Landlord his forwarding address in writing on September 30, 2016 when he turned the keys over to the Landlord.

The Tenant said that he moved out of the rental unit on September 30, 2016 and gave the Landlord a forwarding address in writing on September 30, 2016. The Tenant continued to say that he cleaned the unit before leaving and he asked the Landlord for his security deposit back.

The Tenant’s agent said the Landlord has not returned the Tenant’s security deposit and has not communicated at all with the Tenant since the tenancy ended.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I accept the Tenant's testimony that he gave the Landlord a forwarding address in writing on September 30, 2016. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by October 15, 2016. Consequently I find for the Tenant and grant an order for double the security deposit of \$225.00 in the amount of $\$225.00 \times 2 = \450.00 .

As the Tenant was successful in this matter I also order the Tenant to recover the filing fee of \$100.00 from the Landlord. Pursuant to sections 38, 67 and 72 of the Act a monetary order for \$550.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$450.00 and the filing fee of \$100.00.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38, 67 and 72 of the Act, I grant a Monetary Order for \$550.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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: June 07, 2017

Residential Tenancy Branch