



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the return of double the security deposit - Section 38; and
2. An Order for the Landlord’s compliance with the Act - Section 62.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Materials. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

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

Background and Evidence

The tenancy started in April 2015 and ended on August 31, 2016. Rent of \$750.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$375.00 as a security deposit. The Tenant corrects the submission on her application to state that she attended the move-out inspection on or about September 1, 2016. The Tenant submits that at that time the Landlord informed the Tenant that the

security deposit would be returned to the Tenant within two weeks. No security deposit has been returned and the Landlord has not made an application to claim against the security deposit. The Tenant provided her forwarding address in writing to the Landlord on October 21, 2016.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the undisputed evidence of the Tenant I find that the Landlord failed to return the security deposit and did not make an application to claim against the security deposit. As a result I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of \$750.00. I order the Landlord to pay this amount to the Tenant forthwith.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$750.00**. If necessary, 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: June 02, 2017

Residential Tenancy Branch