



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

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 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. I accept the Tenant’s evidence supported by postal evidence that on April 5, 2017 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. The Landlord was served at the address provided for the Landlord in the tenancy agreement. 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 each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant sent an evidence package to the Residential Tenancy Branch (the “RTB”) and the Landlord. This package includes text communications between the Parties, registered mail receipts for the service of the application and the provision of the

forwarding address as well as a copy of the tenancy agreement. It is noted that this evidence package is not on the file. As the evidence may have been misfiled the Tenant will send another package to the RTB and I allow this late evidence to be placed on the file.

Issue(s) to be Decided

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

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on May 1, 2015 and ended on September 1, 2016. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Tenant provided its forwarding address by registered mail on October 31, 2016. The Landlord has not returned the security deposit and has not made an application to claim against the security deposit.

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 received the forwarding address and neither returned the security deposit nor made an application to claim against the security deposit. The Tenant is entitled to double the security deposit plus zero interest of \$700.00. The Tenant is also entitled to recovery of the \$100.00 filing fee for a total entitlement of \$800.00.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$800.00**. 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: August 31, 2017

Residential Tenancy Branch