



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit, for the reimbursement of utilities and for the recovery of the filing fee. Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on March 25, 2017. The tenant provided proof of service.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the deposit, utilities and the filing fee?

Background and Evidence

The tenancy began in May 2013 and ended on January 01, 2017. The monthly rent was \$1,300.00. Prior to moving in, the tenant paid a security deposit of \$650.00. The tenant occupied the upper level of the home. The lower level was rented out separately. The tenant testified that the utility bills were put in his name and the landlord agreed to reimburse the tenant a quarter of the bill. The tenant stated that the landlord failed to pay his portion of the last bill which amounts to \$188.00. The tenant has filed a copy of the utility bill.

The documents filed into evidence indicate that the landlord PJ and her son SJ have equal interests in the rental property. The tenant filed copies of emails from two lawyers, representing the two landlords. On November 16, 2016, PJ's lawyer sent the tenant a notice to end tenancy for landlord's use of property explaining that PJ would be moving into the rental unit that the tenant occupied. The tenant was not required to pay rent for December 2016 which was the last month of tenancy.

The tenant testified that he moved out on January 01, 2017 and provided the landlord with his forwarding address in writing and in person on January 04, 2017. The tenant

filed a copy of an email dated January 18, 2017 from PJ's lawyer to himself. The email states that landlord SJ was informed that the deposit needed to be returned to the tenant and that SJ should attend "*to claim for the deposit monies immediately.*" The tenant did not receive the security deposit and filed an application for dispute resolution.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit 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. Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that 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 and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$650.00 and is obligated under section 38 to return double this amount (\$1,300.00). I further find that the tenant has provided sufficient evidence to support his claim of \$188.00 for the cost of utilities. Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee (\$100.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$1,588.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order for **\$1,588.00**.

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 22, 2017

Residential Tenancy Branch