



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 the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

Service

The Landlord did not attend the hearing. The Tenant states that the Landlord named on the application is the owner, manager or agent of the corporation named as Landlord on the tenancy agreement and that the Tenant has dealt with this person during the tenancy. The Tenant states that she served the application to the Landlord’s head office address. The Tenant states that she served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on May 13, 2017 in accordance with Section 89 of the Act. Postal evidence indicates that the Landlord accepted the mail. 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?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on January 1, 2016 and ended on June 30, 2016. Rent of \$1,050.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit. The Tenant provided its forwarding address to the building

manager at the building containing the rental unit by placing the document in the Landlord's mail slot and to the Landlord's head office by registered mail on April 18, 2017. The Landlord has not returned the security deposit and has not made an application to claim against the security deposit. The Tenant does not waive any right to return of double 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 has been provided the forwarding address and has neither returned the security deposit nor made an application to claim against the security deposit. As the Landlord must now return double the security deposit to the Tenant and as the Tenant has not waived this entitlement I find that the Tenant is entitled to double the security deposit plus zero interest of **\$1,050.00**. As the Tenant has been successful with its application I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,150.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,150.00**. 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: October 05, 2017

Residential Tenancy Branch