



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, OLC, FF*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit 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 August 14, 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 security deposit and the filing fee?

### **Background and Evidence**

The tenant testified that the tenancy began on November 12, 2015 and ended on March 31, 2017. The monthly rent was \$2,100.00. Prior to moving in, the tenant paid a security deposit of \$1,050.00. The tenant filed a copy of an e-transfer of funds made on November 16, 2015, in the amount of \$1,960.00 which consisted of the security deposit of \$1,050.00 plus half a month's rent for November 2016, in the amount of \$910.00.

The tenant testified that she provided the landlord with her forwarding address by mail, on April 18, 2017. The tenant stated that she found out that the landlord had moved into the rental unit and on July 24, 2017, she sent the landlord a second request for the security deposit. The request which contained the forwarding address was hand delivered to the landlord in the presence of a witness, at the rental unit.

The tenant stated that she did not hear back from the landlord and therefore filed this application on August 10, 2017

### **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 \$1,050.00 and is obligated under section 38 to return double this amount (\$2,100.00). Since the tenant has proven her claim, she 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 **\$2,200.00**. 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 **\$2,200.00**.

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: December 05, 2017

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Residential Tenancy Branch