



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, 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 01, 2017. The tenant provided a tracking number.

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 tenancy began on April 29, 2015 and ended on May 30, 2017. The monthly rent was \$900.00. Prior to moving in, the tenant paid a security deposit of \$450.00.

The tenant testified that on June 01, 2017 she provided the landlord with her forwarding address in writing, in person with a request for the return of the security deposit. The tenant testified that the landlord asked her to provide proof of having paid a security deposit. The tenant visited her bank and obtained a copy of her cancelled cheque. The tenant made this application on July 27, 2017 and included a copy of the cancelled cheque in her evidence package that she served on the landlord on August 01, 2017.

The tenant testified that on September 11, 2017 she received a cheque from the landlord in the amount of \$550.00. The landlord attached a letter of apology to the tenant and added \$100.00 to the security deposit of \$450.00 to compensate the tenant for the costs she had incurred filing this application.

### **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. In this case, the tenant provided her forwarding address to the landlord in writing on June 01, 2017.

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 held a security deposit of \$450.00 and is obligated under section 38 to return double this amount (\$900.00). Since the tenant has proven her claim, she is also entitled to the recovery of the filing fee (\$100.00). The tenant has established a total claim of \$900.00. She agreed that she has already received \$550.00 from the landlord.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for the balance owed to the tenant in the amount of **\$450.00**. 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 **\$450.00**.

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 12, 2017

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Residential Tenancy Branch