



# 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 that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on July 31, 2017 in accordance with Section 89 of the Act. 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 on August 5, 2017.

The Tenant was given full opportunity under oath 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 April 1, 2016 and ended on March 31, 2017. Rent of \$1,075.00 was payable monthly. At the outset of the tenancy the Landlord collected \$537.00 from the Tenant

as a security deposit. The Tenant provided its forwarding address to the Landlord by registered mail on July 6, 2017. 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 Tenant's forwarding address and neither returned the security deposit nor made an application to claim against the security deposit. As a result I find that the Landlord must now repay the Tenant \$1,074.00. As the Tenant's application has been successful I find that the Tenant is entitled to recovery of the \$100.00 filing fee for a total entitlement of **\$1,174.00**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,174.00**. 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: January 23, 2018

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Residential Tenancy Branch