



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Man Kei Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application for dispute resolution by the Tenant for an order returning the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

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 17, 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 July 22, 2017. 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?

Background and Evidence

The tenancy started on May 5, 2017 and ended between June 8 and 10, 2017. At the outset of the tenancy the Landlord collected \$187.50 as a security deposit. The Tenant provided her forwarding address to the Landlord by letter on June 19, 2017 and as a follow up letter on December 8, 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 entitlement 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 received the Tenant's forwarding address, has not made an application to claim against the security deposit and has not returned the security deposit. The Tenant is therefore entitled to return of double the security deposit plus zero interest of **\$375.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$375.00**. 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 10, 2018

Residential Tenancy Branch