



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. A Monetary Order for the return of the security deposit - Section 38; 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 Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on July 13, 2017 in accordance with Section 89 of the Act. Postal evidence indicates that the Landlord refused the mail. 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 18, 2017 regardless of them not collecting 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 May 1, 2014 and ended on June 29, 2017. Initial rent of \$800.00 was payable on the first day of each month and was reduced during the winter of 2015 to \$675.00 per month. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit and

\$400.00 as a pet deposit. The Tenant provided its forwarding address to the Landlord at the move-out inspection on June 23, 2017. The Landlord returned only \$752.00 to the Tenant. The Tenant did not agree to any deductions from the deposits. The Tenant does not waive any entitlement to double the security and pet deposits.

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 Tenant's undisputed evidence I find that the Landlord failed to return the full deposits back to the Tenant and that the Landlord must therefore pay the Tenant double the combined security and pet deposit plus zero interest of **\$1,600.00**. As the Tenant's application was successful I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,700.00**. Deducting the **\$752.00** already returned to the Tenant leaves **\$948.00** owed to the Tenant.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$948.00**. 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 04, 2018

Residential Tenancy Branch