



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 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 the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on August 19, 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 24, 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?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started at the end of August 2013 and ended on July 19, 2017. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Tenant provided its forwarding address in writing along with its notice to end tenancy dated June 27, 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 return of double the 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 of the end of the tenancy and the provision of the forwarding address I find that the Landlord failed to return the security deposit and did not make any application to claim against the security deposit. The Landlord must therefore repay the Tenant the security deposit plus zero interest of \$700.00. As the Tenant's claim has been successful I find that the Tenant is also entitled to recovery of the \$100.00 filing fee for a total entitlement of **\$800.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$800.00**. 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: February 14, 2018

Residential Tenancy Branch