



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, OLC, 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 23, 2017 to the service address of the landlord as written in the tenancy agreement. 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 January 01, 2013 and ended on August 15, 2016. The monthly rent was \$1,600.00. Prior to moving in, the tenant paid a security deposit of \$800.00.

The tenant testified that the tenancy ended pursuant to a notice to end tenancy for landlord's use of property. The reason for the notice was that the landlord intended to move into the rental unit. The tenant also testified that he provided the landlord with his forwarding address in writing, by posting the note on the landlord's front door. The tenant filed proof of service by way of photographs. The tenant stated that his calls to the landlord were not returned and that he mailed a letter to the landlord asking for the return of his deposit, but did not hear back.

The tenant testified that he visited the Residential Tenancy Branch to seek assistance and he found out he had to pay \$100.00 to make an application. The tenant stated that due to low finances he had to wait to make the application which he made on August 22, 2017.

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.

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 currently holds a security deposit of \$800.00 and is obligated under section 38 to return double this amount (\$1,600.00). Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee (\$100.00).

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$1,700.00**. 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 **\$1,700.00**.

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: February 21, 2018

Residential Tenancy Branch