



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 as a result of the Tenant's Application for Dispute Resolution, made on September 26, 2017 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order granting return of all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing on his own behalf and provided affirmed testimony. The Landlord was not represented at the hearing.

The Tenant testified the Application package was served on the Landlord by leaving a copy with the receptionist at the Landlord's business office. Although unable to recall the precise date of service, the Tenant testified the Application package was served on the Landlord within a few days after he received it. Pursuant to section 71 of the *Act*, I find the Application package was sufficiently served on the Landlord for the purposes of the *Act*.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Tenant entitled to an order granting return of all or part of the security deposit or pet damage deposit?
2. Is the Tenant entitled to an order granting recovery of the filing fee?

Background and Evidence

The Tenant testified the tenancy began on March 1, 2015, and ended when he vacated the rental unit on August 31, 2017. At the end of the tenancy, rent was due in the amount of \$860.00 per month. The Tenant testified he paid a security deposit to the Landlord in the amount of \$360.00, which the Landlord holds.

The Tenant testified he provided the Landlord with his forwarding address in writing via text message dated September 5, 2017. A copy of the text message was submitted with the Tenant's documentary evidence. The Tenant testified further that he also provided his forwarding address to the Landlord in a letter that was delivered to the building manager's office on the same date. In support, the Tenant submitted a letter, dated September 26, 2017, in which a witness, G.P., stated: "on September 5th 2017 [the Tenant] and I went down to the manager's office and [the Tenant] placed a letter that contained his forwarding address through the office mail slot". The Tenant testified the Landlord has not returned any portion of the security deposit.

As noted above, the Landlord was not represented at the hearing.

Analysis

Based on the unchallenged documentary evidence and oral testimony, and on a balance of probabilities, I find:

Section 38(1) of the *Act* requires a landlord to repay deposits or make a claim against them by filing an application for dispute resolution within 15 days after receiving a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to repay deposits or make a claim against them within the timeframe indicated above, section 38(6) of the *Act* confirms the tenant is entitled to receive double the amount of the deposits.

In this case, I find the Tenant provided his forwarding address to the Landlord by text and by letter on September 5, 2017. Accordingly, the Landlord had until September 20, 2017, to repay the security deposit or make a claim against it by filing an application for dispute resolution.

In light of the above, I find the Tenant has demonstrated an entitlement to double the amount of the security deposit, or \$760.00 (\$380.00 x 2), pursuant to section 38(6) of the *Act*. Having been successful, I also find the Tenant is entitled to recover the \$100.00 filing fee paid to make the Application. Pursuant to section 67 of the *Act*, I grant the Tenant a monetary order in the amount of \$860.00, which is comprised of \$760.00 for double the amount of the security deposit and \$100.00 for recovery of the filing fee.

Conclusion

The Tenant is granted a monetary order in the amount of \$860.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: March 19, 2018

Residential Tenancy Branch