



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$2400.00 and requesting recovery of the filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on September 5, 2017, however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing, and therefore, it is my finding that the respondent has been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on February 6, 2015 and that she paid a \$1200.00 security deposit on that same date.

The applicant testified that she vacated the rental unit on July 30, 2017, and she mailed the landlord a forwarding address in writing, by registered mail, on August 17, 2017.

The applicant further testified that the landlord only returned \$822.00 of her security deposit even though she did not give the landlord any permission to keep any or all of her security deposit.

The applicant is therefore requesting in order that the landlord be required to pay double the security deposit less the amount he's already paid her.

Analysis

The applicant has supplied a copy of the tenancy agreement that clearly shows that she paid a \$1200.00 security deposit on February 6, 2015.

I accept the applicant's sworn testimony that the landlord only returned \$822.00 of the security deposit.

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants full security deposit, or applied for dispute resolution to keep any or all of tenant's security deposit, and the time limit in which to apply is now past.

This tenancy ended on July 30, 2017 and the landlord had a forwarding address in writing by August 22, 2017, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore it is my decision, pursuant to section 62 and 38 of the Residential Tenancy Act, that the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$1200.00, and therefore the landlord must pay the tenant \$2400.00, less the \$822.00 already returned.

It is also my decision, pursuant to section 72 of the Residential Tenancy Act, that the landlord must bear the \$100.00 cost of the filing fee paid by the tenant.

Therefore the total claim that I have allowed is as follows:

Double the \$1200.00 security deposit	\$2400.00
Less the amount already returned	-\$822.00
Subtotal	\$1578.00
Plus filing fee	\$100.00
Total	\$1678.00

Conclusion

Pursuant to sections 38, 67 and 72 of the Residential Tenancy Act, I have issued a Monetary Order for the respondent to pay \$1678.00 to the applicant.

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