



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenant for an order for the return of the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

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 September 18, 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 September 23, 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?

Background and Evidence

The tenancy started on November 1, 2016 and ended on July 31, 2017. Rent of \$1,250.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,250.00 as a security deposit. The Tenant also had pets. The Tenant provided its forwarding address in writing to the Landlord by delivering the address to the Landlord’s residence on August 22, 2017. The Tenant did not sign anything authorizing the Landlord to retain any amount from the security deposit. No move-in inspection was offered or conducted by the Landlord. The Tenant claims return

of the security deposit and does not waive any entitlement to return of double the security 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 that the Tenant provided its forwarding address to the Landlord on August 22, 2017 and did not provide any written authorization to the Landlord to retain any amount of the deposit I find that the Landlord had until September 6, 2017 to return the security deposit to the Tenant or make a claim against the security deposit by making an application for dispute resolution. As the Landlord did neither and as the Tenant did not waive its entitlement I find that the Landlord must now repay the Tenant **\$2,500.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$2,500.00**. 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: April 09, 2018

Residential Tenancy Branch