



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant applies to recover a \$2762.50 security deposit.

The respondent landlord did not attend the hearing within twenty five minutes after its scheduled start time at 1:30 p.m. on January 4, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the tenant, her witness and this arbitrator were the only ones who had called into this teleconference during that period.

Mr. D.B. attended and testified that he personally served the landlord with the Notice of Dispute Resolution Hearing document at the landlord's residence on September 21, 2018 at 7:45 p.m. On this evidence I find that the landlord has been duly served.

This tenancy ended in August 2018. Section 38 of the *Residential Tenancy Act* (the "Act") requires that once a tenancy has ended and once the tenant has provided her landlord with a forwarding address in writing, then the landlord has a fifteen day period to either repay the deposit money or to make an application for dispute resolution in order to keep all or any of it.

The tenant could not point to any correspondence in which she specifically gave the landlord her forwarding address, however, her application provides her forwarding address in writing and that document was served on the landlord September 21. I find it effectively gave the landlord the tenant's forwarding address in writing.

The landlord did not pay the security deposit back within fifteen days after September 21 or at all, and he has not made an application claiming against the deposit. The tenant is therefore entitled to return of her deposit.

Section 38 of the *Act* further provides that if a landlord fails to comply with the fifteen day period, and I find that he has, then he must pay the tenant double the deposit amount.

The tenant has not claimed the doubling penalty in this application. Residential Tenancy Policy Guideline 17, "Security Deposit and Set off [*sic*]" indicates that the doubling penalty is to be imposed despite not being claimed, unless the tenant specifically declines the doubling.

The question was put to the tenant during this hearing and she declined to decline the doubling.

I therefore award the tenant \$5525.00 plus recover of the \$100.00 filing fee. She will have a monetary order against the landlord in the total amount of \$5625.00

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: January 04, 2019

Residential Tenancy Branch