



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT MNSD

### Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the tenant seeking a monetary order for double the amount of the security deposit or pet damage deposit and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing accompanied by a law student, who represented the tenant and gave submissions, as well as a supervising lawyer and another person who observed only. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any submissions, and no one for the landlord joined the call.

The tenant's representative advised that the landlord was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on March 29, 2019 and the tenant has provided a copy of a Canada Post cash register receipt bearing that date and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of double the amount of the security deposit?

### Background and Evidence

The tenant's representative gave oral submissions, and the tenant has provided Statutory Declaration with exhibits attached.

The tenancy began on October 1, 2017 on a month-to-month basis which ended on November 30, 2017. Rent in the amount of \$700.00 per month was payable on the 1<sup>st</sup> day of each month, and at the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$350.00.

The landlord had applied for dispute resolution with the Residential Tenancy Branch seeking an order permitting the landlord to keep the security deposit, and a hearing was scheduled for August 13, 2018. The landlord failed to attend the hearing and the landlord's application was dismissed without leave to reapply. The Arbitrator also ordered that the landlord return the \$350.00 security deposit to the tenant, and if the landlord did not do so within 15 days of receipt of the Decision of the director, the tenant would be at liberty to apply for double. A copy of the Decision is attached as an Exhibit to the Statutory Declaration of the tenant, as well as a copy of a monetary order in favour of the tenant in the amount of \$350.00.

The tenant caused a letter to be sent to the landlord by an advocate, and a copy has been provided for this hearing. It is dated September 17, 2017 and requests return of the \$350.00 security deposit with an address to send it to. The letter was sent to the landlord by registered mail. A copy of the Canada Post cash register receipt has been provided for this hearing which bears that date.

The landlord has not returned any portion of the security deposit to the tenant, and the tenant has not been served with another Application for Dispute Resolution by the landlord. The tenant has already been awarded \$350.00 and seeks another monetary order in the amount of \$450.00, which includes recovery of the \$100.00 filing fee.

### Analysis

I have reviewed the Decision of the director dated August 13, 2018 and the Statutory Declaration of the tenant, and it is clear to me that the landlord had an obligation and knew she had an obligation to return the security deposit to the tenant. The landlord has not attended either hearing even though the landlord was the applicant for the first hearing.

The *Residential Tenancy Act* states that a landlord must return a security deposit or pet damage deposit in full to a tenant within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an Application for Dispute Resolution within that 15 day period. If the landlord fails to do either, the landlord must repay double the amount(s).

In this case, I find that the tenancy ended on November 30, 2017 and the landlord applied for Dispute Resolution seeking to keep the security deposit, but the application was dismissed and the landlord was ordered to return it to the tenant. The tenant then provided the landlord with a forwarding address in writing on September 17, 2018 by registered mail, which is deemed to have been received 5 days later, or September 22, 2018. The landlord has not returned any portion of the security deposit, and therefore must be ordered to pay double.

The tenant has an order for \$350.00, and doubling the security deposit is another \$350.00, which I order. Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$450.00.

This order is final and binding and may be enforced.

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: May 30, 2019

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Residential Tenancy Branch