



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for an order for the return of his security deposit and for recovery of the filing fee paid for this application.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant testified that he served the landlord with his Application for Dispute Resolution and Notice of Hearing by handing the package to the landlord on May 15, 2019.

Based upon the submissions of the tenant, I accept the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the landlord's absence.

The hearing process was explained to the tenant and he was given an opportunity to ask questions about the hearing process. Thereafter, the tenant was provided the opportunity to present his evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit, doubled, and to recovery of the filing fee paid for this application?

### Background and Evidence

The tenant submitted that this tenancy began on January 1, 2018, ended on March 31, 2019, and that he paid a security deposit of \$1,000.00 on November 22, 2017.

The tenant submitted that he provided his written forwarding address to the landlord by leaving the letter in the mailbox for the rental unit on April 3, 2019. The tenant submitted that he placed his written forwarding address along with other mail for the landlord and a few days later, confirmed that all the mail had been collected.

The tenant submitted that the landlord has not returned any portion of his security deposit, and is therefore entitled to monetary compensation of \$2,000.00, which is his security deposit of \$1,000.00, doubled.

The tenant submitted had did not give consent to the landlord to retain any portion of his security deposit.

### Analysis

Under section 38(1) of the Act, at the end of a tenancy, unless the tenant's right to a return of their security deposit has been extinguished, a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit, pursuant to section 38(6) of the Act. I do not find that the tenant has extinguished his rights to the return of his security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended on March 31, 2019, and that the landlord received the tenant's written forwarding address on or about April 3, 2019, the landlord has not applied for dispute resolution claiming against the security deposit, and has not returned the tenant's security deposit.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double his security deposit.

I also award the tenant recovery of his filing fee of \$100.00.

The tenant is therefore granted a monetary order, pursuant to section 67 of the Act, for \$2,100.00, comprised of his security deposit of \$1,000.00, doubled to \$2,000.00, and the filing fee of \$100.00.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

### Conclusion

The tenant's application for monetary compensation is granted.

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: August 19, 2019

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Residential Tenancy Branch