



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a return of his security deposit, doubled; and
- recovery of the filing fee.

The tenant attended the hearing; however, the landlord did not attend.

The tenant stated he served the landlord with his application for dispute resolution and Notice of Hearing by registered mail on December 9, 2019. The tenant provided the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. That number is listed on the style of cause page in this Decision.

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

The tenant was provided the opportunity to present his evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the tenant entitled to a return of his security deposit, that it be doubled, and recovery of the filing fee?

Background and Evidence

The tenant said the landlord would not provide a written tenancy agreement. The tenant submitted that the single-room tenancy began on July 1, 2019 and ended on July 31, 2019, for a monthly rent of \$595.

The tenant said he paid a security deposit of \$300. The tenant submitted a copy of his banking transactions showing the payment of \$300.

The tenant's undisputed evidence was that the landlord was provided the tenant's written forwarding address in a letter from the tenant, dated November 17, 2019. The tenant said that he hand delivered the letter with the written forwarding address. The tenant submitted a copy of the letter.

The tenant submitted that the landlord has not returned the security deposit.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

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 or pet damage deposit has been extinguished, a landlord must either repay a tenant's security deposit and pet damage deposit or file an application for dispute resolution to retain the security deposit and pet damage 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 with the Act, then the landlord must pay the tenant double the security deposit and pet damage deposit, pursuant to section 38(6) of the Act.

In the case before me, the undisputed evidence shows that the tenancy ended on July 31, 2019, and that the landlord received the tenant's written forwarding address by personal service on November 17, 2019.

Due to the above, I find the landlord was obligated to repay the tenant's security deposit or make an application for dispute resolution claiming against the deposit by December 2, 2019. In contravention of the Act, the landlord retained the security deposit, without filing an application.

I therefore find the tenant is entitled to a return of his security deposit of \$300. I also find that the security deposit must be doubled.

Due to the above, I therefore find the tenant has established a total monetary claim of \$700, comprised of his security deposit of \$300, doubled to \$600, and the filing fee paid for this application of \$100, which I have awarded him due to his successful application.

I grant the tenant a monetary order in the amount of \$700 and it is included with this Decision.

Should the landlord fail to pay the tenant this amount without delay, the order may be served upon the landlord and 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 as he is awarded a monetary order in the amount of \$700 as noted above.

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 30, 2020

Residential Tenancy Branch