



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. As both parties were in attendance, I confirmed service of documents. The tenant stated that she sent the landlord her evidence package by registered mail, but it was not picked up by the landlord. The landlord testified that because the tenant had misspelt her first name, she decided that it was not her package to pick up. The landlord agreed that she had not served her evidence on the tenant.

Based on the testimony of both parties, I find that the parties were not served with evidentiary materials in accordance with sections 88 and 89 of the *Act*. Therefore, documentary evidence filed by both parties was not used in the making of this decision.

Issue to be Decided

Did the tenant provide the landlord with her forwarding address in writing? Did the landlord apply to retain the security deposit or return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started in June 2019 and ended on September 30, 2019. The monthly rent was \$1,500.00 due in advance on the last of each month. The rental unit is located on the main floor of the landlord's home. The landlord lives on the upper level of the home. At the start of the tenancy, the tenant paid a security deposit of \$750.00. The landlord agreed that she received the tenant's forwarding address on October 09, 2019.

The landlord stated that she informed the tenant that she could come by to the rental unit to pick up the deposit, but the tenant failed to do so. The landlord agreed that she had not mailed the tenant a cheque for the return of the deposit and that she had not made application for dispute resolution to retain all or a portion of the deposit.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, the tenant gave the landlord her forwarding address on October 09, 2019. I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

The landlord currently holds \$750.00 for a security deposit. Accordingly, the landlord must return \$1,500.00 to the tenant. Since the tenant has proven her case, she is also entitled to the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$1,600.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$1,600.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$1,600.00**.

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: June 19, 2020

Residential Tenancy Branch