



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing originated as a direct request and was scheduled for a telephone hearing in an Interim Decision dated September 8, 2020. This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for the return of the security deposit, pursuant to sections 38 and 67; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:11 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant testified that she served the landlord with the September 8, 2020 Interim Decision and the Notice of Reconvened Hearing, as required by the Interim Decision, via registered mail on September 12, 2020. The tenant entered into evidence a Canada Post receipt confirming the above testimony. I find that the landlord was served in accordance with section 89 of the *Act*.

Issues to be Decided

1. Is the landlord entitled to a Monetary Order for the return of the security deposit, pursuant to sections 38 and 67 of the *Act*?
2. Is the landlord entitled to the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the tenant, not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below.

The tenant provided the following undisputed testimony. This tenancy began on March 14, 1993 and ended on August 31, 2019. Monthly rent in the amount of \$1,350.00 was payable on the first day of each month. A security deposit of \$500.00 was paid by the tenant to the landlord at the beginning of this tenancy.

The tenant testified that she served the landlord with her forwarding address in writing by leaving it in the landlord's mailbox on May 8, 2020. A copy of the letter dated May 8, 2020 was entered into evidence.

The tenant testified that the landlord has not returned any of her deposit. The tenant testified that she did not authorize the landlord to retain any portion of her deposit. The tenant testified that the landlord also owes her \$123.43 in interest on her security deposit.

Analysis

I accept the tenant's undisputed testimony that she served the landlord with her forwarding address on May 8, 2020, by leaving it in the landlord's mailbox. I find the landlord is deemed to have received the tenant's forwarding address on May 11, 2020, three days after it was left in the mailbox, pursuant to sections 88 and 90 of the *Act*.

Section 38 of the *Act* requires the landlord to either return the tenant's security deposit with interest calculated in accordance with the regulations or file for dispute resolution for authorization to retain the deposit, within 15 days after the later of the end

of a tenancy and the tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the Act, equivalent to double the value of the security deposit.

I accept the tenant's testimony that she did not authorize the landlord to retain any portion of her security deposit.

In this case, the landlord did not file an application to retain the tenant's security deposit within 15 days of receiving the tenant's forwarding address in writing. Therefore, the tenant is entitled to receive double her security deposit in the amount of \$1,000.00.

Residential Tenancy Policy Guideline # 17 states:

Where the landlord has to pay double the security deposit to the tenant, interest is calculated only on the original security deposit amount before any deductions and is not doubled.

The online Residential Tenancy Branch security deposit interest calculator states the following interest payable from March 14, 1993 to October 19, 2020:

1993 \$500.00: \$11.04 interest owing (2.75% rate for 80.26% of year)
1994 \$500.00: \$5.10 interest owing (1% rate for 100.00% of year)
1995 \$512.02: \$18.14 interest owing (3.5% rate for 100.00% of year)
1996 \$519.67: \$16.02 interest owing (3% rate for 100.00% of year)
1997 \$537.38: \$1.37 interest owing (0.25% rate for 100.00% of year)
1998 \$550.55: \$8.29 interest owing (1.5% rate for 100.00% of year)
1999 \$553.28: \$12.61 interest owing (2.25% rate for 100.00% of year)
2000 \$562.40: \$11.45 interest owing (2% rate for 100.00% of year)
2001 \$574.80: \$17.55 interest owing (3% rate for 100.00% of year)
2002 \$587.41: \$0.00 interest owing (0% rate for 100.00% of year)
2003 \$601.55: \$0.00 interest owing (0% rate for 100.00% of year)
2004 \$601.55: \$0.00 interest owing (0% rate for 100.00% of year)
2005 \$601.55: \$0.00 interest owing (0% rate for 100.00% of year)
2006 \$601.55: \$3.01 interest owing (0.5% rate for 100.00% of year)
2007 \$602.15: \$9.08 interest owing (1.5% rate for 100.00% of year)
2008 \$606.35: \$9.20 interest owing (1.5% rate for 100.00% of year)

2009 \$615.46: \$0.00 interest owing (0% rate for 100.00% of year)
 2010 \$622.85: \$0.00 interest owing (0% rate for 100.00% of year)
 2011 \$622.85: \$0.00 interest owing (0% rate for 100.00% of year)
 2012 \$622.85: \$0.00 interest owing (0% rate for 100.00% of year)
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 2018 \$622.85: \$0.00 interest owing (0% rate for 100.00% of year)
 2019 \$622.85: \$0.00 interest owing (0% rate for 100.00% of year)
 2020 \$622.85: \$0.00 interest owing (0% rate for 80.06% of year)

Pursuant to the above, the total interest payable by the landlord is \$122.85.

As the tenant was successful in her application for dispute resolution, I find that she is entitled to recover the \$100.00 filing fee, pursuant to section 72 of the *Act*.

Conclusion

I issue a Monetary Order to the tenant under the following terms:

Item	Amount
Double security deposit	\$1,000.00
Interest on security deposit	\$122.85
Filing Fee	\$100.00
TOTAL	\$1,222.85

The tenant is provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: October 19, 2020

Residential Tenancy Branch