



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD-DR

### Introduction

This hearing was reconvened in response to an application made by the Tenant for the return of the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

The Landlord did not attend the hearing. In an Interim Decision dated January 20, 2021, the direct request proceedings were adjourned to this participatory hearing and sets out that the Tenant must serve the Interim Decision, notice of reconvened and all other required documents (the “Package”) within 3 days receipt of the Interim Decision. I accept the Tenant’s evidence that the Interim Decision was received on January 28, 2021 and that the Package was sent to the Landlord by registered mail on February 1, 2021 in accordance with the Interim Decision and section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Package on February 6, 2021.

### Issue(s) to be Decided

Is the Tenant entitled to return of double the security deposit?

### Background and Evidence

The tenancy started on July 1, 2020 and ended on October 30, 2020. At the outset of the tenancy the Landlord collected \$500.00 as a security deposit. The Tenant provided their forwarding address to the Landlord as follows:

- on October 1, 2020 with their written notice to end tenancy taped to the Landlord's door;
- on October 1, 2020 by email; and
- on November 18, 2020 by registered mail in the approved form RTB-47, signed and dated November 3, 2020.

The Landlord has not returned the security deposit and has not made an application to claim against the security deposit. The Tenant claims return of double the security deposit.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the Tenant's undisputed evidence of the end of the tenancy and the provision of their forwarding address, I find that the Landlord was required to take action on the security deposit no later than November 23, 2020. Based on the undisputed evidence that the security deposit was not returned and that no claim against the security deposit has been made by the Landlord, I find that the Tenant has substantiated that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$1,000.00**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,000.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: May 26, 2021

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Residential Tenancy Branch