



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on February 10, 2022 in accordance with Section 89 of the Act. The tracking number for this registered mail is noted on the cover page of this decision. 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 Hearing Package on February 10, 2022. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement started on May 17, 2021 and ended on December 15, 2021. Rent of \$3,300.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$3,000.00 as a security deposit. The Tenant provided their forwarding address to the Landlord by mail on January 3, 2021. The Landlord has not returned the security deposit and has not made an application to claim against the security deposit. The Tenant claims double the security deposit, the costs of registered mail and recovery of the filing fee.

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 undisputed facts that the Tenant sent their forwarding address to the Landlord after the end of the tenancy and the undisputed facts that the Landlord has not returned the security deposit or made any application to claim against the security deposit, I find that the Landlord must now pay the Tenant double the security deposit in the amount of **\$6,000.00**.

As there are no provisions under the Act for the costs of participating in a hearing other than the recovery of the filing fee, I dismiss the claim for registered mail costs. As the Tenant has been successful with its claim, I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$6,100.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$6,100.00**. 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: September 08, 2022

Residential Tenancy Branch