



# 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 for an order returning double the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

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 March 17, 2022 in accordance with 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 Hearing Package on March 22, 2022.

The Tenant was given full opportunity to be heard, to present evidence and to make submissions. Noting that the Tenant’s paper application sets out a claim for compensation with particulars referencing the return of double the security deposit alone, the Tenant confirms that the claim is only in relation to the return of double the security deposit.

### Issue(s) to be Decided

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

### Background and Evidence

The tenancy started on October 1, 2021 and ended on October 31, 2021. Rent of \$650.00 was payable monthly. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. On October 30, 2021 the Tenant sent the forwarding

address to the Landlord by text. The Landlord replied to this text on the same date. The Parties usually communicated by text during the tenancy. On March 17, 2022 the Tenant sent the forwarding address again, this time by registered mail. The Landlord has not returned the security deposit and has not made an application claiming against 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 undisputed evidence that the Tenant provided a forwarding address, and the Landlord has not returned the security deposit or made an application to claim against the security deposit, I find that the Landlord must now pay the Tenant double the security deposit plus zero interest of **\$700.00**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$700.00**. 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: November 01, 2022

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Residential Tenancy Branch