



Dispute Resolution Services

Page: 1

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. An order for the return of the security and pet deposits - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

In an Interim Decision dated June 13, 2022 (the “Interim Decision”) the Tenant was ordered to serve the Landlord with the Interim Decision within three days receipt of the Interim Decision. The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the Interim Decision by registered mail on June 15, 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 Interim Decision on June 20, 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 return of double the security deposit?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on October 12, 2020 and ended on March 15, 2022. Rent of \$600.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$300.00 and a pet deposit of \$300.00. The Tenant provided their forwarding address to the Landlord by registered mail on March

28, 2022. This mail was collected with a signature. The Landlord has not returned the security and pet deposit and has not made an application claiming against the deposits.

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 their forwarding address to the Landlord and has not received return of the combined security and pet deposit of **\$600.00**, I find that the Landlord must now pay the Tenant **\$1,200.00** plus zero interest. As the Tenant's claim has been successful, I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,300.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,300.00**. 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: February 13, 2023

Residential Tenancy Branch