



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant called in to the teleconference hearing, but the landlord did not.

The tenant submitted evidence to establish that on August 14, 2013 the landlord signed for the registered mail package that contained the application for dispute resolution and notice of hearing. I accepted the evidence of service, and I proceeded with the hearing in the absence of the landlord.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on September 1, 2012. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$425. The tenancy ended on June 30, 2013. The tenant stated that the landlord did not provide the tenant a copy of the tenancy agreement or an address for service. The landlord and the tenant normally communicated by email or text message. In a text message, the landlord advised the tenant to have her lawyer give the landlord the tenant's forwarding address so the landlord could return the deposit. On June 26, 2013 and again on July 5, 2013 counsel for the tenant emailed the landlord letters containing the tenant's forwarding address. The tenant included copies of the text message as well as the two letters in her documentary evidence. The landlord has not returned the security deposit or applied for dispute resolution to keep the deposit.

### Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

In this case, the tenancy ended on June 30, 2013. I find that the landlord did receive the tenant's forwarding address in writing, at the latest on August 14, 2013, when the landlord received the hearing package, including the two letters from the tenant's lawyer which contain the tenant's forwarding address in writing. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenant is entitled to double recovery of the security deposit, in the amount of \$850. The tenant is also entitled to recover the \$50 filing fee for this application.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$900. 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 *Residential Tenancy Act*.

Dated: November 8, 2013

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Residential Tenancy Branch

