



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, OLC, FF

Introduction

This hearing concerns the tenant's application for a monetary order reflecting the double return of the security deposit / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / and recovery of the filing fee. The tenant attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "refused by recipient."

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on January 1, 2011. Monthly rent was \$800.00, and a security deposit of \$400.00 was collected. A move-in condition inspection report was not completed.

Tenancy ended September 30, 2013, at which time the tenant informed the landlord in writing of his forwarding address. A move-out condition inspection report was not completed. To date, the tenant's security deposit has not been repaid.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section 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 either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of the security deposit.

Based on the affirmed / undisputed testimony of the tenant, I find that landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after September 30, 2013, which is the date when tenancy ended and the date the landlord received the tenant's forwarding address in writing.

Accordingly, I find that the tenant has established entitlement to the double return of the security deposit in the total amount of **\$800.00** (2 x \$400.00) in addition to recovery of the **\$50.00** filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$850.00** (\$800.00 + \$50.00). Should it be necessary, this order may be served on the landlord, 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: January 20, 2014

Residential Tenancy Branch

