



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ottmann Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order reflecting compensation for the return of the security deposit / and recovery of the filing fee. The tenant attended and gave affirmed testimony.

The tenant's application for dispute resolution was filed on March 27, 2014. The tenant testified that he served the landlord with the application for dispute resolution and the notice of hearing (the "hearing package"), by way of Canada Post registered mail on March 28, 2014. The tenant also testified that the hearing package has not subsequently been returned to him. Despite this, the landlord did not appear.

Issue(s) to be Decided

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

Background and Evidence

After viewing the subject unit on 2 separate occasions in February 2014, the tenant paid a security deposit of \$750.00 on February 19, 2014. However, either later that same day or on February 20, 2014, the tenant contacted the landlord's agent to inform her that he had decided not to proceed with the tenancy, and he requested the return of his security deposit. By letter dated February 21, 2014 the tenant put his request in writing to the landlord and provided the landlord with his forwarding address.

In reply, by letter dated February 26, 2014, the landlord declined to return the tenant's security deposit. Thereafter, no repayment of any portion of the tenant's security deposit has been made.

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 documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord has neither repaid the security deposit, nor filed an application for dispute resolution within the subject 15 day period. Accordingly, I find that the tenant has established entitlement to a claim of **\$1,550.00**, as follows:

\$1,500.00: (2 x \$750.00) *the double amount of the original security deposit*

\$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 **\$1,550.00**. 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: July 16, 2014

Residential Tenancy Branch

