



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for a return of his security deposit, doubled.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant stated that he served the landlord with the Application for Dispute Resolution and Notice of Hearing by registered mail. The tenant supplied a copy of the receipt with the tracking number and the envelope containing the registered mail, showing that the mail went unclaimed.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation equivalent to double his security deposit?

Background and Evidence

The tenant submitted that this tenancy began on June 15, 2013, ended on April 15, 2014, monthly rent was \$900, and that he paid the landlord a security deposit of \$450 at the start of the tenancy.

The tenant submitted that he delivered his written forwarding address to the landlord by handing a letter containing the address to the landlord's spouse on April 15, 2014.

The tenant submitted that despite numerous requests, the landlord has failed to return the security deposit and that as a result, he is entitled to that security deposit, doubled.

Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy if the tenant's right to the security deposit have not been extinguished.

I do not find that the tenant's right to the security deposit have been extinguished by operation of the Act as I find that the tenant did not fail to participate in a move-out inspection for the following reason.

In the case before me and based upon the tenant's undisputed evidence, I find that the landlord had received the tenant's written forwarding address on April 15, 2014, the tenancy ended on that same date and therefore the landlord had until April 30, 2014 to file an application for dispute resolution claiming against the tenant's security deposit or to return the security deposit in full and did neither.

Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of their security deposit.

I therefore grant the tenant's application for a return of his security deposit, doubled.

I find merit with the tenant's application, and I therefore grant him a monetary award of \$950, comprised of their security deposit of \$450, doubled to \$900, and for recovery of the filing fee of \$50.

Conclusion

The tenant's application for monetary compensation is granted.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$950, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

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: October 30, 2014

Residential Tenancy Branch

