



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This was an application by the tenant for the return of his security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant participated in the hearing. The landlord did not attend. She was served with the application and Notice of Hearing sent by registered mail on November 21, 2014. The landlord did not pick up the registered mail, but failure to do so is not a valid excuse for failure to attend a hearing. The landlord is deemed to have been served with the documents on the fifth day after they were mailed.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit including double the amount?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Vancouver. The tenancy began in July, 2014. There was no written tenancy agreement. The tenant occupied the unit with another tenant, C.G and other occupants. The monthly rent was \$1,200.00. The tenants paid a security deposit of \$600.00 at the start of the tenancy.

The applicant moved out of the rental unit on September 29, 2014, his co-tenant C.G. moved out on October 1, 2014.

The tenant sent a letter to the landlord by registered mail on October 6, 2014. The letter provided the tenant's forwarding address and requested the return of the security deposit.

The landlord did not return the security deposit and she did not file an application for dispute resolution to claim the deposit.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with his forwarding address in writing, based on the proof that it was sent to landlord by registered mail on October 6, 2014 and I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*.

The tenant's security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award him the sum of \$1,200.00. The tenant is not entitled to recover mailing costs, but he is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,250.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered 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: June 10, 2015

Residential Tenancy Branch

