



# 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 a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Did the tenant provide the landlord with his forwarding address in writing? Did the landlord return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started in August 2012 and ended in November 2015. The monthly rent was \$1,100.00. At the start of the tenancy, the tenant paid a security deposit of \$500.00. In a letter dated December 06, 2016, the tenant gave the landlord his forwarding address in writing. The landlord agreed that she had received the letter.

The landlord stated that the tenant left the unit in a condition that required repairs and cleaning and filed evidence to support her testimony. I informed the landlord that in regards to her claims relating to loss that she may have suffered, I was not able to hear or consider her claim during these proceedings as this hearing was convened solely to deal with the tenants' application.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, the tenant gave the landlord his forwarding address in writing on or about December 06, 2015.

I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the receipt of the forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit. Accordingly, the landlord must return \$1,000.00 to the tenant. Since the tenant has proven his case he is also entitled to the recovery of the filing fee of \$50.00.

Overall the tenant has established a claim of \$1,050.00. Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount, which represents double the security deposit plus the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$1,050.00**.

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: April 26, 2016

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Residential Tenancy Branch