



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 a tenant's application for return of double the security deposit. The tenant appeared at the hearing, along with his two co-tenants; however, the landlord did not. The tenant testified that he sent the hearing documents to the landlord at the rental unit address via registered mail sent on October 4, 2016. The tenants stated that after their tenancy ended the landlord moved back into the rental unit. The tenant orally provided the registered mail tracking number as proof of service. A search of the tracking number showed that the registered mail was received by the landlord on October 7, 2016. I was satisfied that the landlord was duly notified of this proceeding and I continued to hear from the tenant without the landlord present.

Issue(s) to be Decided

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

Background and Evidence

The tenancy started on September 1, 2015 and ended on April 30, 2016. The tenants paid a security deposit of \$975.00 and monthly rent of \$1,950.00. An inspection of the property took place at the start of the tenancy but no inspection report was given to the tenants. The landlord did not propose a date and time for the move-out inspection to the tenants.

After the tenancy ended the tenant enquired with the landlord about return of the security deposit and the landlord indicated it would be coming but it was never received. On September 13, 2016 the tenant, along with his two co-tenants, prepared a letter giving the landlord the tenant's forwarding address in writing. The letter was given to the landlord in person on September 13, 2016. The landlord did not refund the security deposit or file an Application for Dispute Resolution to make a claim against it. Nor did the tenants authorize the landlord to make any deductions from the security deposit in writing.

As documentary evidence I was provided with a copy of the September 13, 2016 letter containing the tenant's forwarding address and page two of the tenancy agreement.

Analysis

As provided in section 38 of the Act, a landlord has 15 days, from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the security deposit plus interest to the tenant, reach written agreement with the tenant to keep some or all of the security deposit, or make an application for dispute resolution claiming against the deposit. If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.

Based upon the unopposed evidence before me, I am satisfied the landlord had been provided the tenant's forwarding address in writing on September 13, 2016. I was not provided any information to suggest the tenant extinguished his right to return of the security deposit; and, the tenants did not authorize the landlord to retain the security deposit in writing. Accordingly, I find the landlord had until September 28, 2016 to either refund the security deposit or file an Application for Dispute Resolution to claim against it. Since the landlord did neither, I find the landlord violated section 38(1) of the Act and must now pay the tenant double the security deposit. Therefore, I award the tenant return of double the security deposit in the amount of \$1,950.00 as requested, plus recovery of the \$100.00 filing fee paid for this application.

In light of the above, I provide the tenant with a Monetary Order in the total amount of \$2,050.00 to serve and enforce upon the landlord.

Conclusion

The tenant has been provided a Monetary Order in the sum of \$2,050.00 to serve and enforce upon 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: March 31, 2017

Residential Tenancy Branch