



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenant for an order for the return of the security deposit pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution, notice of hearing and evidence (the “Materials”) by registered mail on December 18, 2020 accordance with Section 89 of the Act. Postal evidence indicates that the Landlord refused the mail. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Materials regardless of them not collecting the mail. The Tenant was given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

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

Background and Evidence

The Tenant had previously rented a different unit from the same Landlord for the period September 1 to October 31, 2019 where the Tenant had paid \$650.00 as a security deposit and \$650.00 as a pet deposit. The Parties entered into a written tenancy

agreement for the current dispute address (the "Unit") with a tenancy start date of November 1, 2019. The Parties agreed that the original security and pet deposits from the different unit were transferred in total to the Unit. Although the Tenant signed the tenancy agreement for the Unit and asked for a copy the Landlord did not give a copy to the Tenant. The tenancy ended on January 15, 2020. No move-in or move-out inspections were offered by the Landlord. The Tenant provided its forwarding address to the Landlord by text in January 2020 and again on June 26, 2020 in a note left secured but visible under the door mat at the Landlord's address. The Landlord did not return the security deposit and has not made an application claiming against the security deposit. The Tenant does not waive any right to return of double the security deposit.

Analysis

Section 38 of the Act 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the Tenant's undisputed evidence, I find that the tenancy ended and that the Landlord received the forwarding address. Based on the Tenant's undisputed evidence that the security and pet deposits were not returned and that the Landlord did not make any application to claim against the deposits, I find that the Landlord must now pay the Tenant double the combined security and pet deposit plus zero interest of **\$2,600.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$2,600.00**. If necessary, this order may be 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 Act.

Dated: April 20, 2021

Residential Tenancy Branch