



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

MNDC, MNSD, & FF

Introduction

This hearing dealt with an application by the tenant for the return of his security deposit and for compensation pursuant to section 51 of the *Act*. Although the landlord was served with notice of this hearing by registered mail on February 10, 2009, the landlord did not appear for the hearing. I deem the landlord as having been served in accordance with the *Act* pursuant to section 90(a).

Issues to be Determined

Is the tenant entitled to the return of double his security deposit plus interest? Is the tenant entitled to the equivalent of one month's rent in compensation pursuant to section 51 of the *Act*?

Background and Evidence

This tenancy began on July 1, 2008 for the monthly rent of \$750.00 and a security deposit of \$375.00 paid on June 30, 2008. The tenancy ended on December 1, 2008 after the tenant provided the landlord with 10 days written notice pursuant to section 50 of the *Act*. The tenant provided the landlord with his forwarding address in writing on December 1, 2008. I note that the tenant had provided the landlord with a different forwarding address on November 21, 2008.

The tenant stated that he was served with a two month Notice to End Tenancy for landlord's use on October 31, 2008. The tenant paid the rent for December 2008, but understood that the landlord would be returning his security deposit and rent after he vacated.

Analysis

In the absence of any evidence from the landlord, I accept the evidence of the tenant. I accept that the tenant was served with a two month Notice to End Tenancy for landlord's use and is entitled to compensation equivalent to one month's rent. I also accept that the tenant provided the landlord with a forwarding address in writing on December 1, 2008 and that the landlord has failed to return the tenant his security deposit or file an application for dispute resolution to retain the deposit within 15 days. As a result the tenant is also entitled to the return of double his security deposit plus interest. I find that the tenant has established a total monetary claim for the sum of **\$1,552.84** comprised of one month's rent of \$750.00, \$752.84 for the return of double

the tenant's security deposit plus interest, plus the recovery of the \$50.00 filling fee paid by the tenant for this application. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant's application for a monetary claim for the return of double his security deposit and compensation related to a two month Notice to End Tenancy for the landlord's use has been granted.

Dated April 16, 2009.

Dispute Resolution Officer