DECISION AND REASONS

Dispute Codes: SD MN FF

[1]   This hearing dealt with an application by the tenant for return of double the security deposit and recovery of the filing fee. Although served with the Application for Dispute Resolution and Notice of Hearing delivered in person to the landlord on July 18, 2009, the landlord failed to attend the hearing.

[2]   Based on the sworn testimony of Ms. I I find the facts of this case to be as follows. This tenancy began on November 14, 2008 and ended on June 30, 2009. The tenant paid a security deposit of $650.00 at the start of the tenancy. The tenant provided the landlord with her forwarding address in writing on June 29, 2009.

[3]   Section 38(1) 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 either repay the security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord has done neither.

[4]   Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord may not make a claim against the deposit and must pay the tenant double the amount of the security deposit.

[5]   Based on the above, I find that the tenant is entitled to an order that the landlord pay to her double the security deposit. I therefore order that the landlord pay to the tenant the sum of $1,352.82 representing double the deposit plus interest on the original amount. I further order that the landlord bear the $50.00 cost of

this application. This order may be filed in Small Claims Court and enforced as an order of that Court.

Dated September 03, 2009.