



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to recover double the security deposit.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, given in person at the landlords' office on October 22, 2009.

The tenant appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

Is the tenant entitled to receive double his security deposit back?

Background and Evidence

This tenancy started on March 12, 2009. The tenants monthly rent was \$367.00 which was paid on the first of the month. The tenant paid a security deposit of \$175.00 on or around March 13, 2009.

The tenant testifies that he moved from the rental unit on April 20, 2009. At the time the landlord told the tenant to return two weeks later to collect his security deposit. When the tenant returned the landlord said that repairs were required and the tenant would not get his security deposit back. On August 24, 2009 the tenant sent the landlord a letter informing them of his forwarding address and requesting the return of his security deposit. The tenant has provided a copy of this letter in his evidence.

Analysis

I have reviewed the tenants evidence and in the absence of any evidence from the landlord despite having had notice of this hearing; I find that s. 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to s. 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

I find that the landlord did receive the tenants forwarding address in writing on August 24, 2009. As a result, the landlord had until September 08, 2009 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the tenants security deposit or make a claim to keep it. Consequently, pursuant to s. 38(6)(b) of the *Act*, the landlord must pay the tenant double the amount of his security deposit. I find therefore, that the tenant is entitled to a Monetary Order of **\$350.00**.



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Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$350.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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 *Residential Tenancy Act*.

Dated: February 15, 2010.

Dispute Resolution Officer