



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for return of the security deposit and compensation for damage or loss.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matter

At the start of the hearing the tenant was unable to enter the conference call. It was apparent that the tenant was attempting to call into the hearing; however, she was not able to do so until seventeen minutes after the scheduled start time. No testimony was taken until the tenant was present in the hearing.

The hearing proceeded in relation to the claim for return of the deposit paid; as the tenant has not claimed additional damages or loss.

Issue(s) to be Decided

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

Background and Evidence

The tenancy commenced March 1, 2008 November 8, 2008 and terminated on November 30, 2008. The tenant paid a security deposit of \$310.00 on February 4, 2008.

The tenant submitted a copy of a typed letter dated November 17, 2008, providing notice ending her tenancy and her forwarding address. The tenant gave this letter to the landlord.

The landlord agrees that the landlord gave him notice she was moving, but that this notice was hand written and did not include a request for return of the deposit or the

forwarding address. The landlord stated that in April 2009 he heard from the tenant by telephone and told her that she would owe the landlord money for loss of rent. The landlord has not returned the deposit paid or submitted an Application for dispute resolution claiming against the deposit.

The witness was not able to provide testimony confirming the tenant's submission that a written forwarding address had been provided to the landlord.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The amount of deposit owed to a tenant is also contingent on any dispute related to damages and the completion of move-in and move-out condition inspections. In this case there is no dispute related to damages.

There is disputed testimony in relation to the written notice given to the landlord by the tenant. I find, on the balance of probabilities, that in the absence of any evidence before me that the tenant provided the landlord with her forwarding address in writing, that the claim for return of double the deposit paid is dismissed. Therefore, I find that the tenant is entitled to return of the deposit paid plus interest in the sum of \$314.22.

Conclusion

I find that the tenant has established a monetary claim, in the amount of \$314.22, which is comprised of the deposit plus interest owed.

Based on these determinations I grant the tenant a monetary Order for **\$314.22**. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: March 30, 2010.

Dispute Resolution Officer