

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's Application of Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted into evidence a letter from the landlord dated May 21, 2009 stating he will not be returning any of her security deposit.

The landlord submitted into evidence the following documents:

- A summary of events and damages related to the tenancy;
- A copy of a tenancy agreement signed by the parties on November 28, 2008 for a 1 year fixed term tenancy beginning on December 15, 2008 for a monthly rent in the amount of \$1,400.00 due on the 1st of the month with a security deposit of \$700.00 paid. The tenancy ended on April 30, 2009 after the tenant gave notice to end the tenancy; and
- Substantial documentation related to the condition of the rental unit.

The tenant testified the tenancy end on April 30, 2009 and the landlord confirmed the tenant moved out between April 23 and 25. The tenant confirmed the landlord knew her forwarding address prior to the end of the tenancy as it was a box number that she continued to use after the end of the tenancy.

Analysis

Section 38(1) of the *Act* requires a landlord to return to the tenant the security deposit less any mutually agreed upon deductions within 15 days of the end of the tenancy and receipt of the tenant's forward address. If the landlord fails to comply with this

requirement Section 38(6) goes on to say the landlord must return double the amount of the security deposit.

As the landlord has failed to comply with Section 38(1), I find the tenant is entitled to return of double the security deposit. The landlord is at liberty to claim, under a separate Application for Dispute Resolution, for any damages or losses suffered as a result of the tenancy or to the rental unit.

Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and I therefore grant a monetary order in the amount of **\$1,450.98** comprised of \$1,400.98 double the amount of the security deposit and interest held owed and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) 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 16, 2010.

Dispute Resolution Officer