

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for double the return of the security deposit, and to recover the filing fee from the landlord for the cost of this application.

The landlord did not attend the hearing. The tenant did appear, and provided evidence that the landlord had been served with the notice of hearing and Tenant's Application for Dispute Resolution on February 18, 2010 by registered mail.

Issues(s) to be Decided

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

Background and Evidence

This fixed term tenancy began on June 1, 2009 and was to expire on May 31, 2010. Rent in the amount of \$1,400.00 is payable on the 1st of each month, and there are no rental arrears. The tenant paid a security deposit in the amount of \$700.00 at the end of April, 2009.

On December 26, 2009, the tenant phoned the landlord to tell him that he may not have all of the rent money on the 1st of January, but stated that he would have it by the 2nd or 3rd of January. The landlord called the tenant back on December 27, 2009 and told him to move out by December 31, 2009; that he had new tenants who would be moving in on January 1, 2010. New tenants did occupy the unit, and this tenant was going to work in the northern country, and he and his roommates had alternative places to go, so they complied with the landlord's order to move out.

On January 27, 2010 the tenant provided a forwarding address in writing, which was sent to the landlord by regular mail. The tenant also phoned the landlord and told him that he had sent his forwarding address, and confirmed that address with the landlord as an address to send the security deposit to.

Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. I find that the tenancy ended on December 31, 2009, and that the tenant provided his forwarding address in writing on January 27, 2010 by regular mail. *The Residential Tenancy Act* states that if given or served by mail, the document is deemed to be received on the 5th day after it is mailed. I further find that the landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

Conclusion

I find that the tenant has established a claim for double the base amount of the security deposit in the amount of \$700.00, for a total of \$1,400.00. The tenant is also entitled to recover the \$50.00 filing fee for this application.

I grant the tenant an order under section 67 for the balance due of \$1,450.00. This order may be filed in the 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: May 03, 2010.

Dispute Resolution Officer