

DECISION

Dispute Codes MNSD

Introduction

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

The hearing was conducted via teleconference and was attended by the tenant only. The landlord did not attend.

The tenant provided confirmation that she served the landlord with notice of this hearing via registered mail and that that service was unclaimed by the landlord. For the purposes of this application I find the landlord has been served with the notice of this hearing in accordance with Section 89 of the *Residential Tenancy Act (Act)*.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for all or part of the security deposit, pursuant to sections 38, 67, and 72 of the *(Act)*.

Background and Evidence

The tenant testified that she began her tenancy in May 2009 on a month to month basis for a monthly rent of \$575.00 due on the 1st of the month and that she had paid a security deposit of \$287.50. She further testified the tenancy ended on November 30, 2009.

The tenant testified that she provided notice of ending her tenancy to the landlord's agent that she had been paying rent to as she had been unable to contact the landlord the directly.

She further testified that she provided the landlord with her forwarding address within two weeks of the end of the tenancy and when she contacted him a month later he told her he was not returning her security deposit as she had failed to provide adequate notice of ending the tenancy.

Analysis

Section 38 of the *Act* requires a landlord, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, to return the security deposit or file an Application for Dispute Resolution to claim against the security deposit.

Section 38 goes on to say that should the landlord fail to meet the above noted obligation, he must pay the tenant double the amount of the security deposit. As I have no evidence before me that the landlord filed an application to claim any monies from the security deposit, I find landlord has failed to meet his obligations under Section 38.

Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$575.00** comprised of double the amount of the security deposit.

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: June 22, 2010.

Dispute Resolution Officer