

DECISION

Dispute Codes:

MNSD

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.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were personally delivered to the landlord's office on January 8, 2010, and handed to a staff member. The landlord has a main office where rent would be paid, which is where the tenant completed service of the documents.

These documents are deemed to have been served in accordance with section 89 of the Act; however the landlord did not appear at the hearing.

Issue(s) to be Decided

Is the tenant entitled to return of the deposit paid?

Background and Evidence

The tenancy commenced on March 1, 2006 and terminated on September 30, 2009. The tenants paid a security deposit of \$264.50 on August 1, 2006. This information was confirmed by the copy of the Resident Ledger submitted as evidence by the tenant.

The tenant moved to his daughter's home and left the rental unit prior to September 30, 2009. The landlord did not complete move-in or move-out condition inspection reports.

The tenant's daughter provided affirmed testimony that once her parents had moved out, sometime during the last week of September, 2009, she went to the landlord's office and returned the keys and provided the landlord with the tenant's written forwarding address.

The forwarding address is included on the Resident Ledger, dated December 3, 2009; which was provided to the tenants by 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 evidence that the landlord submitted an Application claiming against the deposit.

I have no evidence before me that a move-in condition inspection or move-out condition inspection was completed as required by the Act. Further, I have no evidence that that landlord has repaid the deposit. Therefore, pursuant to section 38(6) of the Act, I find that the tenants are entitled to return of double the \$264.50 deposit paid to the landlord, plus interest.

The landlord is holding a deposit plus interest in the sum of \$272.56.

Conclusion

I find that the tenants have established a monetary claim, in the amount of \$537.56, which is comprised of double the deposit, plus interest in the sum of \$8.56.

Based on these determinations I grant the tenants a monetary Order for \$537.56. 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: June 16, 2010.

Dispute Resolution Officer