

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 sent on March 18, 2010, to the landlord via registered mail at the address noted on the Application. A Canada Post tracking number was provided as evidence of service. To the address provided to the tenant by the landlord, during the tenancy.

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.

Preliminary Matter

The tenant's Application names the property owner and the owner's agent, as respondents. The tenant served the individual she knew as the agent for the landlord.

Issue(s) to be Decided

Is the tenant entitled to return of the deposit paid?

Background and Evidence

The tenancy commenced on December 15, 2009 and terminated on January 27, 2010. On January 6, 2010 a deposit in the sum of \$275.00 was paid.

On January 28, 2010 the tenant provided the landlord with her forwarding address, when she spoke with him over the telephone. On February 10, 2010, the tenant mailed the landlord a letter via regular Canada Post, a copy of which was supplied as evidence, requesting return of the deposit paid.

The tenant supplied a copy of a letter dated January 12, 2010, given to her by the landlord, in relation to blinds purchased by the tenant and the deposit. The tenant provided a copy of a letter dated March 5, 2010, sent to the tenant from the landlord, indicating that the landlord was charging the tenant for cleaning and that the tenant owed the landlord \$15.00.

The deposit was not returned.

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 before me.

I have no evidence that that landlord has repaid the deposit as requested in writing by the tenant and find that the landlord received the tenant's forwarding address by February 15, 2010.

There is no evidence before me that the landlord submitted a claim against the deposit within fifteen days of February 15, 2010. The landlord did write the tenant a letter, after having received the February 10, 2010, note requesting the deposit, but he did not return the deposit. Therefore, I find that the tenant is entitled to return of double the \$275.00 deposit paid to the landlord.

Conclusion

I find that the tenant has established a monetary claim, in the amount of \$550.00, which is comprised of double the deposit and I grant the tenant a monetary Order in that amount.

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: July 14, 2010.

Dispute Resolution Officer