

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. Despite having been served the notice of hearing and application for dispute resolution by registered mail on March 24, 2010, the landlords did not attend the hearing.

Issues(s) to be Decided

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

Background and Evidence

The tenancy began on November 1, 2008, and the tenant moved into another unit owned by the landlords on December 15, 2008. The tenant testified that the first unit was too smokey, so the landlords offered the second house. The tenant paid a security deposit of \$550.00 on December 15, 2008. The tenancy ended on December 1, 2009. The tenant provided the landlord with her written forwarding address on November 2, 2009 with her notice to vacate. She further stated that no move-out condition inspection report was completed because the landlords renovated the unit shortly after the tenancy ended. The landlords have not returned the security deposit or applied for dispute resolution. The tenant further testified that she did not authorize the landlord to retain any part of the security deposit, and left several messages on the cell phones of the landlords requesting they return it to her. The tenant also spoke to a lawyer, who advised her that the lawyer attempted to contact the landlords on 3 occasions, and each time, the landlords hung up on the lawyer.

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 1, 2009, and that the tenant provided her forwarding address in writing prior to that date. I further find that the landlords have failed to repay the security deposit or make an application for dispute resolution within 15 days of the later of the date the tenancy ends or the date of receiving the tenant's forwarding address in writing.

Conclusion

I find that the tenant has established a claim for the security deposit of \$550.00, and double the base amount of the security deposit in the amount of \$1,100.00. 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 \$1,150.00. 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: July 16, 2010.

Dispute Resolution Officer