

## **DECISION**

**Dispute Codes**      MNSD

### **Introduction**

This hearing was convened by way of conference call to deal with the tenant's application for return of the security deposit.

Despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on March 30, 2010, the landlord did not attend the conference call hearing. The tenant did attend the hearing and gave affirmed testimony.

### **Issues(s) to be Decided**

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

### **Background and Evidence**

This month-to-month tenancy began on March 1, 2009 and ended on January 31, 2010. The tenant testified that rent in the amount of \$750.00 was payable as his portion of the rent, and was due in advance on the 1<sup>st</sup> day of each month. There are no rental arrears.

The tenant further testified that on January 31, 2010 he put a note with his forwarding address under the door of the landlord's office, which is how rent was also paid at the request of the landlord. He further stated that he spoke to the landlord about return of the security deposit, but the landlord refused to return it and also kept the tenant's mountain bike.

### **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 January 31, 2010, and that the tenant provided his forwarding address in writing on that date. 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 the security deposit of \$370.00, and double the base amount of the security deposit in the amount of \$740.00. I grant the tenant an order under section 67 for the balance due of \$740.00. 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 27, 2010.

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Dispute Resolution Officer