

## **DECISION**

### **Dispute Codes:**

MNSD, FF

### **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 and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenant provided testimony that copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent on May 13, 2010, to the landlord via registered mail at the address noted on the Application and service address provided on the tenancy agreement. A Canada Post tracking number and receipt was provided as evidence of service. A copy of the Canada Post tracking information was submitted as evidence, indicating that the mail was received on May 14, 2010.

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 double the deposit paid?

Is the tenant entitled to filing fee costs?

### **Background and Evidence**

The tenancy commenced on January 1, 2010 and ended on April 15, 2010. Rent was \$850.00 per month, due on the first day of the month. The tenant moved out on April 15, 2010.

On April 15, 2010, the tenant and landlord met at the rental unit and completed a move-out condition inspection report, in which the tenant wrote her forwarding address. The tenancy submitted a copy of the report, the tenancy agreement and a receipt for payment of a \$425.00 deposit paid on November 26, 2009. The landlord has not returned the deposit paid.

### **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.

The condition inspection report was completed at the end of the tenancy and the tenant provided her forwarding address on the report. I have no evidence that that landlord has repaid the deposit as requested in writing by the tenant. Therefore, I find that the tenant is entitled to return of double the \$425.00 deposit paid to the landlord.

I find that the tenant's application has merit, and I find that the tenant is entitled to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the tenant has established a monetary claim, in the amount of \$900.00, which is comprised of double the \$425.00 deposit paid and \$50.00 in compensation for the filing fee paid by the tenant for this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary Order for \$900.00. 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: September 21, 2010.

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Dispute Resolution Officer