



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled for 9:00 a.m. on this date to hear the landlord's application for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; retention of the security deposit and recovery of the filing fee. Despite leaving the teleconference line open until 9:22 a.m. the landlord did appear at the hearing. The tenant was represented by his mother who has a power of attorney for her son.

As the landlord did not appear at the hearing and the tenant's agent appeared to respond to the landlord's claims, I dismissed the landlord's application without leave to reapply.

As the landlord had requested retention of the security deposit and the landlord's application for compensation was dismissed I considered whether the tenant was entitled to return of the security deposit. The tenant's agent affirmed that the documentary evidence given to the Residential Tenancy Branch by the tenant was personally served upon the landlord on August 20, 2010. I proceeded to hear from the tenant's agent without the landlord present and I accepted the tenant's evidence in making my decision.

Issues(s) to be Decided

Is the tenant entitled to return of the security deposit?

Background and Evidence

I was provided undisputed evidence that the tenant paid the landlord a security deposit in the amount of \$360.00 on July 30, 2009. The tenant's agent testified the tenancy began August 1, 2009 and ended August 8, 2010 when the tenant vacated. The tenant provided the landlord with a forwarding address in writing shortly after the tenancy ended. The tenant has not received a refund of the security deposit.

I note the tenant's forwarding address appears on the Landlord's Application for Dispute Resolution filed on April 22, 2010.

Evidence provided by the tenant includes a copy of the forwarding address given to the landlord in April 2010, a receipt signed by the landlord for payment of the security deposit and a receipt issued for August 2009 rent in the amount of \$700.00.

Analysis

Based upon the undisputed evidence provided by the tenant's agent I accept that the tenant paid a \$360.00 security deposit to the landlord and the landlord has not refunded the security deposit to the landlord. I am satisfied the landlord made an application to retain the security deposit within 15 days of receiving the tenant's forwarding address in compliance with section 38(1) of the Act. Since the landlord's request to retain the security deposit has been dismissed, I ORDER that the landlord return the security deposit to the tenant forthwith.

Enclosed for the tenant is a Monetary Order in the amount of \$360.00 to serve upon the landlord to ensure payment is made. The Monetary Order may be enforced in Provincial Court (Small Claims) as an Order of that court.

Conclusion

The landlord's application was dismissed. The landlord is ORDERED to return the security deposit of \$360.00 to the tenant forthwith. The tenant has been provided a Monetary Order in the amount of \$360.00 to ensure payment.

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 01, 2010.

Dispute Resolution Officer