



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes**      MNSD, FF

### **Introduction**

This hearing was convened by way of conference call this date to deal with the tenant's 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.

The tenant attended the conference call hearing however, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on September 18, 2010, the landlord did not attend the conference call hearing.

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

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

### **Background and Evidence**

This tenancy began as a fixed term tenancy on November 1, 2007 and then reverted to a month to month tenancy on May 1, 2008. Rent in the amount of \$903.00 was payable in advance on the 1<sup>st</sup> day of each month, and there are no rental arrears. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$437.50.

The tenant testified that the tenancy ended on July 31, 2010 and that she made numerous verbal requests of the landlord for the return of the security deposit, but received no response from the landlord. On August 26, 2010 the tenant attended at the home of the landlord with her mother present and hand-delivered a written note that contained the tenant's forwarding address to an adult female who stated that she would give the note to the landlord. The tenant has still not received any portion of the security deposit from the landlord, and the tenant testified that she did not authorize the landlord to retain any portion of it. Further, the tenant has not been served or been

made aware of any application made by the landlord for an order permitting the landlord to retain any portion of that security deposit.

### **Analysis**

I find that the tenant has served the landlord with the Tenant's Application for Dispute Resolution on September 18, 2010, which, pursuant to Section 90 of the *Residential Tenancy Act* is deemed to have been served on September 23, 2010.

I further find that the landlord has failed to return the security deposit to the tenant or apply for dispute resolution for an order permitting the landlord to retain any portion of the security deposit within the 15 days permitted under the *Residential Tenancy Act*. I find that the landlord was served with the tenant's forwarding address on August 26, 2010 by serving an adult who apparently resides at the home of the landlord, pursuant to Section 88 of the *Act*. The tenant is therefore entitled to double the base amount of the security deposit, interest and recovery of the filing fee for the cost of this application.

### **Conclusion**

I hereby grant a monetary order in favour of the tenant in the amount of \$875.00, plus interest in the amount of \$7.68, and recovery of the filing fee in the amount of \$50.00 for a total of \$932.68.

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: October 18, 2010.

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Dispute Resolution Officer