



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order that the tenant recover double the amount of the security deposit from the landlord; and to recover the filing fee from the landlord for the cost of this application.

Despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by personally serving the property manager on June 24, 2010, the landlord did not attend the conference call hearing. The tenant attended the hearing, gave affirmed testimony and provided evidence in advance of the hearing. All information has been reviewed and is considered in this Decision.

Issues(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order that the tenant recover double the amount of the security deposit from the landlord?

Background and Evidence

The tenant testified that this month-to-month tenancy began approximately June 1, 2008 and ended on May 30, 2010. Rent in the amount of \$1,300.00 was payable in advance on the 1st 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 \$650.00.

The tenant further testified that a move-in condition inspection was completed before moving into the rental unit, and a move-out condition inspection report was completed at the end of the tenancy. The employee of the landlord company at the time refused to provide the tenant with a copy of the move-out condition inspection report stating that she would mail it to the tenant but didn't. The tenant attended at the office approximately 2 weeks after moving out and spoke with another employee of the landlord company who stated there was no copy of that report on file.

The tenant further testified that when the move-out condition inspection report was completed on June 1, 2010, she gave the landlord's agent her forwarding address in writing. She also called the landlord company on June 21, 2010 and was told that the company had no record of the tenant ever living there. On June 29, 2010 an agent for the landlord returned the tenant's call. The parties had a short conversation and the tenant advised the landlord's agent that she had applied for dispute resolution. The tenant has not received the security deposit or an application for dispute resolution by the landlord.

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 May 30, 2010, and that the tenant provided her forwarding address in writing on June 1, 2010. 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 \$650.00, accrued interest of \$5.73, and double the base amount of the security deposit in the amount of \$1,300.00, for a total of \$1,305.73. 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 \$1,355.73. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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: November 10, 2010.

Dispute Resolution Officer