



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD

Introduction

This is the Tenant's application for a Monetary Order for double the security deposit from the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he mailed the Notice of Hearing documents to the Landlord, by registered mail, on July 2, 2010, to the address provided by the Landlord as his place of business. The Tenant stated that the registered mail documents were returned unclaimed. The Tenant provided the original registered mail document, along with a copy of the Landlord's business card in evidence.

I am satisfied that the Tenant served the Landlord with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(c) of the Act. Section 90 of the Act deems service of documents in this manner to be effected 5 days after mailing the documents, whether or not the Landlord chooses to accept delivery of the documents. Despite being deemed served with the Notice of Hearing documents, the Landlord did not sign into the teleconference and the Hearing continued in his absence.

Issue(s) to be Decided

- (1) Is the Tenant entitled to a monetary order under Section 38(6) of the Act?

Background and Evidence

The Tenant provided the following testimony:

- The tenancy began on June 1, 2008 and ended on May 31, 2010.
- The Tenant paid a security deposit in the amount of \$187.50 on June 1, 2008.
- The Tenant gave the Landlord written notification of his forwarding address at the end of April, 2010, when he gave his one month notice to end the tenancy.
- The Landlord has not returned any of his security deposit. The Tenant did not give the Landlord permission to retain any of the security deposit. There have been no Orders issued against the security deposit.

Analysis

Section 38(1) of the Act provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord **must** repay any security deposit or pet damage deposit to the tenant with interest, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I accept the Tenant's undisputed testimony and evidence that the Landlord did not return the security deposit or claim against the security deposit within 15 days of receipt of the Tenant's written notification of his forwarding address. Therefore, pursuant to the provisions of Section 38(6) of the Act, the Landlord must pay the Tenant double the amount of the security deposit, together accrued interest. Interest has accrued in the amount of \$1.64.

I grant the Tenant's application for a monetary award in the amount of 376.64 against the Landlord.

Conclusion

I hereby provide the Tenant with a Monetary Order in the amount of **\$376.64** against the Landlord. This order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) 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 29, 2010.
