



Dispute Resolution Services

Page: 1

Residential Tenancy Branch

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for return of the security deposit.

Despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on July 26, 2010, the landlord did not attend the conference call hearing. The tenant attended, gave affirmed testimony, and provided evidence in advance of the hearing. All information and testimony has been reviewed and is considered in this Decision.

Issues(s) to be Decided

Is the tenant entitled to an order for the return of the security deposit, or double the base amount of the security deposit?

Background and Evidence

This month-to-month tenancy began on February 28, 2010 and ended on July 5, 2010. The tenant testified that rent in the amount of \$800.00 per month 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 \$400.00 and a receipt was provided. The tenant provided a copy of the receipt in advance of the hearing.

The tenant testified that she gave the landlord her forwarding address in writing by placing it in the landlord's mailbox, but does not recall the date.

The tenant further testified that she served the landlord by registered mail with the Tenant's Application for Dispute Resolution on July 26, 2010 which contains her forwarding address. The tenant has not been served with a Landlord's Application for Dispute Resolution claiming against the security deposit. Further, the tenant did not

authorize the landlord to retain any part of the security deposit, and the landlord has not returned any portion of it to the tenant.

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 July 5, 2010, and that the tenant provided her forwarding address in writing on July 26, 2010. I further find that the forwarding address was deemed to be served on the landlord 5 days after mailing it to the landlord, which in this case is July 31, 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 \$400.00, no accrued interest, and double the base amount of the security deposit in the amount of \$800.00, for a total of \$800.00. I grant the tenant an order under section 67 for the balance due of \$800.00. 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: December 13, 2010.

Dispute Resolution Officer