



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes**      MNSD, FF

### **Introduction**

This hearing was convened by way of conference call to deal with the tenant's application for a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of this application.

The tenant attended the hearing and gave affirmed testimony, however despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on August 3, 2010, the landlord did not attend the conference call hearing. The tenant stated that she received the documents from the Residential Tenancy Branch on July 28, 2010, but did not serve the landlord until August 3, 2010 due to the long weekend. The tenant served the documents on the first business day following the long weekend. The landlord and the tenant both provided evidence in advance of the hearing, and I find that service effected on the landlord is sufficient pursuant to Section 89(1)(e) of the *Residential Tenancy Act*.

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

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

### **Background and Evidence**

This fixed term tenancy began on July 15, 2009 and was to expire on July 15, 2010. The tenant moved from the unit on June 29, 2010, and the tenant testified that the unit was re-rented by the landlord on June 30, 2010.

Rent in the amount of \$1,150.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and there are no rental arrears. On July 3, 2009, the tenant paid a security deposit in the amount of \$600.00, but the landlord returned \$25.00 because the landlord is only entitled to collect half a month's rent as a security or pet damage deposit.

The tenant testified that she went to the rental unit on July 1, 2010 to pick up some personal belongings, but her fob had been cancelled and she couldn't get in. She called the landlord and he would not let her in. An argument ensued, the police were called, and subsequently the building manager showed up to assist. The landlord had said there were new tenants, who were eventually called for permission for the parties to attend the unit and pick up the tenant's belongings. The tenant, the landlord and the building manager went to the unit. The tenant saw that the new tenants had already moved in as evidenced by furniture in the suite.

The tenant further testified that on July 2, 2010 she sent the landlord her forwarding address by registered mail, and provided proof of that mailing. She stated that the landlord refused to return any portion of the security deposit because the tenant didn't clean the oven and moved early.

### **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 June 29, 2010, and that the tenant provided her forwarding address in writing on July 2, 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.

I find that the tenant has established a claim for the security deposit of \$575.00, no accrued interest, and double the base amount of the security deposit in the amount of

\$1,100.00, for a total of \$1,100.00. The tenant is also entitled to recover the \$50.00 filing fee for this application.

**Conclusion**

I grant the tenant an order under section 67 for the balance due of \$1,150.00. 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 20, 2010.

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Dispute Resolution Officer