

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of the security deposit and recovery of the filing fee. The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started February 1, 2010 with rent of \$700.00, the tenant paid a security deposit of \$350.00.

The tenant testified that she vacated the rental unit in September 2010 and that on September 29, 2010 she provided the landlord with her forwarding address in writing. The tenant stated that the landlord has not returned her security deposit or contacted the tenant regarding retaining any portion of the security deposit. The tenant is seeking a monetary order for double the security deposit in this application.

Law

Residential Tenancy Act Section 38 **Return of security deposit and pet damage deposit**

- (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of*
- (a) the date the tenancy ends, and*
 - (b) the date the landlord receives the tenant's forwarding address in writing,*
the landlord must do one of the following:
 - (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;*
 - (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.*

Analysis

Based on the documentary evidence and testimony of the tenant, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of the security deposit.

I find that the tenant has established a claim for \$700.00 in return of double the security deposit.

The tenant is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the tenant has established a monetary claim for \$700.00 in return of double the security deposit. The tenant is also entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$750.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 4, 2011

Residential Tenancy Branch