



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for return of all or part of the pet damage or security deposit, or double the amount of the pet damage deposit or security deposit, and to recover the filing fee from the landlord for the cost of this application.

The tenant attended the conference call hearing however, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on October 25, 2010, the landlord did not attend.

The tenant also provided an evidence package in advance of the hearing, but that evidence was not received within the time provided by the *Residential Tenancy Act* and Rules of Evidence. I find that in the absence of the landlord, the landlord may be prejudiced by additional information not provided for in time, and I therefore cannot consider that evidence package. All other information and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the tenant entitled to return of all or part of the pet damage deposit or security deposit, or double the amount of the pet damage deposit or security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on February 1, 2010 and ended on August 18, 2010, although the tenant paid rent for the full month of August, 2010. Rent in the amount of \$450.00 per month was payable in advance on the 1st day of each month and there are no rental arrears. On January 28, 2010 the landlord collected a security deposit from the tenant in the amount of \$225.00.

The tenant further testified that the rented unit was a room in rental unit rented by his landlord. He stated that he provided his landlord with his forwarding address in writing on September 11, 2010 by registered mail.

The tenant further testified that on December 20, 2010 he received an envelope from the wife of the landlord with a money order for \$225.00. The tenant claims double the amount of the security deposit, less the \$225.00 sent to him in December, \$50.00 for the cost of filing the application before me, as well as \$11.26, \$1.86 and \$23.02 for registered mail and UPS costs of mail sent to the landlord.

Analysis

The *Residential Tenancy Act* states that the landlord must return the security deposit to the tenant or apply for dispute resolution claiming against the security deposit within 15 days of the later of the date the tenancy ends or the date the tenant provides his/her forwarding address in writing, or the landlord must pay the tenant double the amount of the security deposit or pet damage deposit. I find that the tenancy ended on August 31, 2010. I further find that the tenant provided his forwarding address in writing on September 11, 2010 by registered mail, which is deemed to be served on the landlord 5 days later, or September 15, 2010. The landlord did not return the security deposit in full to the tenant within 15 days as required by the *Act*, but returned it in December, 2010, and did not apply for dispute resolution claiming against the deposit. The tenant is therefore entitled to double recovery as well as the \$50.00 filing fee for the cost of this application. I further find that the registered mail and UPS fees are not recoverable by dispute resolution.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favor of the tenant in the amount of \$275.00 pursuant to Section 67 of the *Residential Tenancy Act*. 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: February 28, 2011.

Residential Tenancy Branch