



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 security deposit or pet damage deposit, or double the amount of the security deposit or pet damage deposit, and to recover the filing fee from the landlord for the cost of this application.

The tenant attended the conference call 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 October 23, 2010, the landlord company was not represented at the conference call hearing. All 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 security deposit or pet damage deposit, or double recovery of the security deposit or pet damage deposit?

Background and Evidence

The tenant testified that this fixed-term tenancy began on April 1, 2002 and expired on March 31, 2003, and then reverted to a month-to-month tenancy. The tenant vacated the rental unit on November 30, 2009. At that time rent in the amount of \$1,180.00 was payable in advance on the 1st day of each month, and there are no rental arrears. In March, 2002 the landlord collected a security deposit from the tenant in the amount of \$400.00.

The tenant further testified that in September, 2009 he told the landlord he was moving, so the landlord attempted to find a roommate for the tenant, but was not successful. The tenant gave his forwarding address to the landlord's agent in October, 2009. The landlord applied for dispute resolution claiming against the security deposit, and served the tenant at that forwarding address. A hearing was scheduled, the landlord did not attend that hearing, and the tenant did appear. On June 11, 2010 a dispute resolution officer dismissed the landlord's application.

The tenant further testified that the landlord had showed the unit about 5 times from September to November, 2009. The tenant called the landlord's agent and was told that he would receive back the security deposit, but it would take 3 or 4 months. The tenant has not received back any portion of the security deposit, and he claims double return pursuant to the *Act*.

Analysis

The *Residential Tenancy Act* states that if the landlord fails to return the security deposit or make application to retain the security deposit within 15 days of the later of the date the tenancy ends or the tenant provides his/her forwarding address in writing, the landlord must pay double the amount to the tenant. I find that the tenancy ended on November 30, 2009 and the tenant provided the landlord with his forwarding address in writing prior to October 31, 2009. I further find that the landlord applied for dispute resolution within the time provided for in the *Act*, served the tenant at the forwarding address provided by the tenant, but by failing to attend the hearing, has abandoned the application. I find that the landlord has not returned any portion of the security deposit to the tenant, and must therefore be ordered to pay double. The tenant is also entitled to recovery of the \$50.00 filing fee for the cost of this application, and interest on the security deposit held in trust by the landlord in the amount of \$14.16.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favor of the tenant in the amount of \$864.16 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