



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

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.

Issue(s) to be Decided

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

Summary of Background and Evidence

This tenancy started in July 1, 2010 with rent of \$865.00, the tenant paid a security deposit of \$432.50. On October 31, 2010 the tenant vacated the rental unit and provided the landlord with her forwarding address in writing on the move-out inspection report.

The tenant testified that landlord had returned \$332.50 of her \$432.50 security deposit but that she had not agreed to a \$100.00 deduction from the security deposit. The landlord did not set a time for the move-out inspection which resulted in the tenant having to complete the move-out inspection without the landlord present. The tenant stated that she had made a number of requests for a time to be set for the move-out inspection but that the landlord did not set a time and showed up as the tenant was locking up the rental unit and leaving with the movers.

The tenant in this application is requesting a monetary order for \$200.00 in return of double the amount of the security deposit that the landlord withheld.

Analysis

Based on the documentary evidence and undisputed 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 double the security deposit. Per Section 38 of the Act, the landlord did not repay or make an application to keep any portion of the tenant's security deposit after receiving the tenant's forwarding address in writing. The landlord also did not have an agreement in writing with the tenant noting that the tenant agreed to the landlord keeping any portion of the security deposit.

I find that the tenant has established a claim for \$200.00 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 **\$200.00**. The tenant is also entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$250.00** has been issued to the tenant and a copy of it must be served on the landlord. If the amount is not paid by the landlord, 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: March 30, 2010

Residential Tenancy Branch