



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the tenant to recover double her security deposit.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on November 19, 2010. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issue(s) to be Decided

- Is the tenant entitled to recover double her security deposit?

Background and Evidence

The tenants' undisputed testimony declares that her month to month tenancy started on June 15, 2010 and ended on October 27, 2010. Rent for this unit was \$560.00 per month and she paid a security deposit of \$280.00 sometime at the end of May, 2010.

The tenant testifies that she gave written Notice to end her tenancy to the landlord on October 01, 2010. The tenant states she told the landlord verbally on September, 30, 2010 and was asked to put her Notice in writing. On this written notice (copy provided by the tenant in evidence) the tenant also provided her forwarding address to the landlord. The tenant testifies that the landlord did not carry out either a Move in inspection or a move out inspection of the rental unit. The tenant states the rental unit was left in good condition at the end of her tenancy and she has provided a letter from a tenant who moved into her unit after she moved out who states in this letter that the unit was left clean and undamaged.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on October 01, 2010 and the tenancy ended on October 27, 2010. As a result, the landlord had until November 11, 2010 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the security deposit and there is no evidence that the landlord has filed an application to keep the security deposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit to the sum of **\$560.00** pursuant to section 38(6)(b) of the *Act*.

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$560.00**. The order must be served on the Respondents and is enforceable through the Provincial Court 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, 2011.

Residential Tenancy Branch