



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for money owed or compensation for damage or loss, 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 began July 2010 with monthly rent of \$1250.00, the tenant paid a security deposit of \$625.00.

The tenant testified that she provided the landlord with her forward address in writing on December 13, 2010 but that the landlord to date has not returned her security deposit. The tenant stated that both move-in and move-out inspections were completed and that there were no issues with the rental unit when she vacated.

The tenant stated that when she attempted to call the landlord for return of her security deposit she was provided with numerous reasons as to why it could not be returned IE: the landlord had not rented the unit yet, the new tenants had not paid their security deposit, the landlord didn't have the money, the landlord gave the money to the upstairs tenant and he spent it etc.

The tenant in this application is seeking \$1250.00 compensation in return of double the security deposit.

Analysis

Based on the documentary evidence and undisputed testimony of the tenant, I find that the tenant has met the burden of proving that she is entitled to return of double the security deposit. The tenant provided the landlord with her forwarding address in writing December 13, 2010 and the landlord has neither returned the security deposit nor made a claim against it through this office.

The landlord has not complied with Section 38 (1) of the *Act* that clearly outlines the requirements for a landlord to claim against a security deposit and for return of the deposit to the tenant at the end of the tenancy. Section 38 (6) of the *Act* outlines that if a landlord does not comply with Section 38 (1) of the *Act*, that the landlord '*must pay the tenant double the amount of the security deposit*'.

I find that the tenant has established a claim for \$1250.00 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 **\$1250.00**. The tenant is also entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$1300.00** 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: April 27, 2010

Residential Tenancy Branch