



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This conference call hearing was convened in response to the tenants' application for a monetary order for the return of the security deposit and to recover the filing fees associated with this application.

The tenants participated in the hearing and provided affirmed testimony. Tenant K.P. testified that she served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail sent on December 21st, 2010 at two addresses associated to the landlord regarding this tenancy. The landlord did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and for what amount?

Is the tenant entitled to the return of the security deposit?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single bedroom apartment in a multi unit complex. Pursuant to a written agreement, the month to month tenancy started on August 12th, 2010. The rent was \$1387.00 and the tenants paid a security deposit in the amount of \$500.00.

Tenant K.P. testified that the tenancy ended on October 1st, 2010. In her documentary evidence, K.P. provided copies of written notices of her forwarding address supplied to the landlord by email on October 2nd, 2010 and by mail on November 1st, 2011, as well as cell phone records of 4 unanswered attempts to contact the landlord in October 2010, and 4 unanswered emails sent the same month concerning the return of the security deposit, the condition inspection report, and the return of personal belongings.

Tenant K.P. stated that the landlord has not returned any of her call or inquiries on the above noted matters. She is seeking a monetary order for the recovery of her security deposit and the filing fee.

Analysis

I accept the tenant's undisputed testimony that she served the landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants made several attempts to contact the landlord to resolve this matter, and that the landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 38(1) of the *Residential Tenancy Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the landlord received the tenant's forwarding address in writing. The tenants provided evidence of proper written notice of their forwarding address and the landlord did not file for dispute resolution.

Section 38(6) of the *Residential Tenancy Act* also provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

Based on the available evidence, I find that the tenants are entitled to recover double the amount of their security deposit.

Conclusion

Since they were successful, the tenants are entitled to recover the filing fee and pursuant to Section 67 of the Act, I grant the tenants a monetary order totalling \$1050.00.

This Order may be registered in the Small Claims Court 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 11, 2011.

Residential Tenancy Branch