



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This conference call hearing was convened in response to the tenant's application for the return of double his security deposit.

The tenant participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail on November 27th, 2010, which the tenant received later as "returned to sender". The tenant stated that he then attended the landlord's residence and served the application to the landlord's wife on December 15th, 2010. The landlord did not participate and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

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

Background and Evidence

The rental unit consists of a two bedroom basement suite in a single detached home. The tenant testified that the only terms specified in the written tenancy agreement were the rent and the security deposit. He stated that the tenancy started in October 2009; that the rent was \$550.00; and that the security deposit was \$275.00.

The tenant stated that the tenancy ended on March 26th, 2010 and that he moved out of town temporarily. He said that when he returned, he sent the landlord a letter dated October 27th, 2010 by registered mail which the tenant read verbatim. In that letter, the tenant provided the landlord with his forwarding address and requested that the landlord return his security deposit within 15 days. The tenant said that he spoke to the landlord on the phone; that the landlord said that he did not have the money; and that the landlord proceeded to screen and stop answering his calls.

The tenant claimed the return of double his security deposit with interest, and \$150.00 in meals and gas for trips associated with his unsuccessful attempts to get his security deposit.

Analysis

I accept the tenant's undisputed testimony that he 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 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. Based on the available evidence, I am satisfied that the landlord received the tenant's forwarding address. The landlord did not apply for dispute resolution and therefore I find that the tenant is entitled to the return of double the security deposit.

The interest rate established by the Residential Tenancy Branch between 2009 and 2010 for security deposits is 0%. Therefore the tenant's calculated return for the security deposit is \$550.00.

Concerning the tenant's claim of \$150.00 for meals and gas associated with trips to the landlord's residence; the tenant submitted evidence that the landlord frustrated the process in attempting to avoid dealing with the tenant. In the absence of more substantive evidence I award the tenant a nominal compensation of \$50.00.

Conclusion

Pursuant to Section 67 of the Act, I grant the tenant a monetary order for the sum of \$600.00.

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 01, 2011.

Residential Tenancy Branch