



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on November 29, 2010 to the landlord 's address in Alberta. The tenant filed a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue(s) to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy began on December 01, 2009. The monthly rent was \$2,200.00. Prior to moving in, the tenant paid a security deposit of \$1,100.00. The tenant moved out on April 13, 2010 and gave the landlord her forwarding address by email, mid July. By November 29, 2010, the tenant had not received her security deposit and therefore, filed this application.

The tenant filed evidence to show that the landlord agreed to reimburse her for some minor repair in the bathroom and for the cost of a fire inspection for a total of \$30.00. The tenant also agreed to a deduction of \$ 118.13 off her security deposit for utilities. At the time the tenancy ended the landlord owed the tenant a balance of \$1,011.87.

Analysis

Section 38(1) of the 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 forwarding address is received in writing.

I find the landlord failed to repay the security deposit, nor did he make an application for dispute resolution to retain a portion of the security deposit within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the deposit.

Based on the sworn testimony of the tenant and in the absence of evidence to the contrary, I find that the landlord currently holds a security deposit of **\$1,011.87** and is obligated under section 38 to return double this amount. The tenant has proven her case and is also entitled to the filing fee of **\$50.00**.

Accordingly, the tenant has established a claim for a total of **\$2,073.74**.

Conclusion

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$2,073.74**. This order may be filed 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 08, 2011.

Residential Tenancy Branch