



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This application was brought by the tenant seeking return of his security in double on the grounds that the landlord did not return it within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address.

As a matter of note, this same issue was the subject of a Hearing on December 3, 2010 on the landlord's application of August 4, 2010 to retain the security deposit against carpet cleaning costs. That application was dismissed without leave to reapply when the applicant landlord failed to participate in the hearing while the respondent tenant did appear.

Despite having been served with the present Notice of Hearing sent by registered mail on January 16, 2011, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to a Monetary Order for the security deposit and whether the amount should be doubled.

Background and Evidence

This tenancy began on or about May 30, 2009 and ended on June 29, 2010. Rent was \$475 per month and the landlord holds a security deposit of \$225 paid on May 27, 2009.

During the hearing, the tenant submitted evidence that he had provided the landlord with his moving address on moving out and again by registered mail sent on July 15, 2010. That is further verified by the fact that the landlord had served the tenant Notice of the hearing at which the landlord did not appear.

The tenant stated that at the time of the present hearing, the landlord had still not returned the deposit.

Analysis

Section 38(1) of the *Act* provides that, within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address, the landlord must return the security deposit or make application for dispute resolution to claim upon it.

Section 38(6) of the *Act* states that a landlord who does not comply with section 38(1), "must pay the tenant double the amount of the security deposit..."

In this matter, while the landlord made an application to claim on the deposit, he did not appear at the hearing. Therefore, his application was dismissed without leave to reapply, the landlord was granted no right to the deposit and it should have been returned.

Therefore, I find that the tenant is entitled to a Monetary Order for return of the \$225 deposit in double for a total of \$450.

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for **\$450.00**, enforceable through the Provincial Court of British Columbia, for service on the landlord.

April 8, 2011