



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This application was brought by the tenant on December 15, 2010 seeking return of her 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.

Despite having been served with the Notice of Hearing sent by registered mail on December 16, 2010 to both the name of the residential building in which name the tenant's rent cheques were paid and to the building superintendent, 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 September 1, 2001 and ended on September 30, 2010. According to evidence given by the tenant, the landlord holds a security deposit of \$317.50 paid on or about September 15, 2001.

During the hearing, the tenant submitted evidence that she had provided the landlord with her forwarding address on or shortly after moving out and she was led to believe the security deposit would be returned.

However, at the time of the hearing, nearly seven months after the tenancy ended, the security deposit had still not been returned.

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, I find that the landlord did not make application to claim on the deposit and that he has not returned it.

Therefore, I find that the tenant is entitled to a Monetary Order for return of the \$317.50 deposit in double plus interest on the bare deposit plus recovery of the filing fee for this proceeding from the landlord, calculated as follows:

To return security deposit	\$317.50
Interest from September 1, 2001 to date	14.54
To double the security deposit	317.50
Filing fee	<u>50.00</u>
TOTAL	\$699.54

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for **\$699.54**, enforceable through the Provincial Court of British Columbia, for service on the landlord.

April 26, 2011