



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit and for 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 February 22, 2011. The tenant filed a receipt with 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 to be Decided

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

Background and Evidence

The tenancy started on September 01, 2006 and ended on May 01, 2010. The tenant rented a bedroom in the basement of the home. The landlord lived upstairs. The tenant's share of rent was \$660.00. Prior to moving in, the tenant paid a security deposit of \$330.00.

The tenant moved out on May 01, 2010 and sent her forwarding address to the landlord by email on May 11, 2010. The landlord replied on May 20, 2011 and confirmed that he would return the security deposit that same week. The tenant did not receive a cheque and sent the landlord several reminders. When she did not hear back, the tenant filed an application for dispute resolution.

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.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must return double the amount of the security deposit plus interest accrued on the base amount (\$10.55). Therefore I find that the tenant has established a claim of \$670.55.

Conclusion

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$670.55**. 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: June 06, 2011.

Residential Tenancy Branch