



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

This is the Tenant's application for a Monetary Order for double the amount of the security paid to the Landlord. The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he mailed the Notice of Hearing documents, by registered mail, to the Landlord at the Landlord's address for business, on January 5, 2011. The Tenant provided the tracking number for the documents.

I am satisfied that the Tenant served the Landlord with the Notice of Hearing documents in accordance with the provisions of Section 89(10)(c) of the Act. Service of documents in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the documents, the Landlord did not sign into the teleconference and the Hearing continued in its absence.

Issue(s) to be Decided

- (1) Is the Tenant entitled to a monetary order under Section 38(6) of the Act?

Background and Evidence

The Tenant gave the following testimony and documentary evidence:

The Tenant paid a security deposit to the Landlord in the amount of \$202.50 on April 1, 2009. The Tenant provided a copy of the receipt for the security deposit.

The tenancy ended on November 30, 2010. The Tenant gave the Landlord's agent written notification of his forwarding address on November 30, 2010, and requested return of the security deposit. The Tenant provided a copy of his written notification in evidence.

The Tenant did not agree that the Landlord could apply any of the security deposit at the end of the tenancy. There have been no previous Orders issued with respect to the security deposit.

The Landlord has not returned any of the security deposit to the Tenant.

Analysis

Section 38(1) of the Act provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord **must** repay any security deposit or pet damage deposit to the tenant, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I accept the Tenant's testimony that the Landlord did not return any of the security deposit to the Tenant. The Landlord has not filed an application for dispute resolution against the security deposit.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I grant the Tenant a monetary award in the amount of \$405.00, pursuant to the provisions of Section 38(6) of the Act.

Conclusion

I hereby provide the Tenant with a Monetary Order in the amount of **\$405.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: May 10, 2011.

Residential Tenancy Branch