

Decision

Dispute Codes: MNSD

Introduction

This hearing concerned the tenant's application for a monetary order for the double return of her security deposit. The tenant attended and gave affirmed testimony.

Despite being served by registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mailing. The Canada Post website informs that at the landlord's address, a notice card was left indicating where the hearing package could be picked up. However, the landlord did not pick up the hearing package and it was returned to the tenant. Thereafter, the tenant personally delivered the hearing package to the landlord at his workplace on July 20, 2011.

Issues to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

The term of tenancy was from July 1 to December 31, 2011. Monthly rent was \$1,250.00, and a security deposit of \$600.00 was collected. There was no move-in condition inspection report completed.

Towards the end of November the tenant gave notice of her intent to end the tenancy effective December 31, 2011. On December 31, 2011 the tenant informed the landlord in writing of her forwarding address and the landlord provided assurances of his intent to repay the security deposit. There was no move-out condition inspection report completed. With the passage of time, as the landlord had not repaid the security deposit, the tenant reminded him of her forwarding address by way of e-mail dated March 19, 2011. However, to date, the security deposit has still not been repaid.

Analysis

Section 38 of the Act speaks to **Return of security deposit and pet damage deposit**, and provides in part as follows:

38(1) Except as provided in subsection (3) or (4)(a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

Further, section 38(6) of the Act provides:

38(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that as the landlord has not complied with the above statutory provisions, the tenant has established entitlement to return of double the security deposit in the amount of \$1,200.00 (2 x \$600.00). The tenant has not applied to recover the filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,200.00**. Should it be necessary, this order may be served on the landlord, 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*.

DATE: July 29, 2011

Residential Tenancy Branch