



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of the security deposit and recovery of the filing fee.

The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by Canada Post. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

The tenant testified that she vacated the rental unit November 30, 2010 and that upon vacating she and the building caretaker completed a move out inspection together. During the move out inspection the tenant stated that she agreed verbally to a \$90.00 deduction from the security deposit. On this same day the tenant provided the landlord with her forwarding address in writing.

The tenant stated that she contacted the landlord a number of times regarding return of the security deposit but that the landlord did not respond until after being served with the documents for this hearing in early April 2011. The tenant stated that after service of the documents upon the landlord they returned the tenants security deposit in full.

The tenant stated she is requesting return of double the security deposit as the landlord did not return the security deposit within 15 days as specified by the Act and only returned it to the tenant after she applied for dispute resolution 4 months later.

Analysis

Based on the documentary evidence and undisputed testimony of the tenant, I find on a balance of probabilities that the tenant has met the burden of proving that she has grounds for entitlement to a monetary order for return of double the security deposit.

Section 38(1) of the *Residential Tenancy 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 landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Residential Tenancy Act* provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

The landlord returned the initial security deposit amount of \$547.50 to the tenant in early April 2011 only after being served with hearing documents for this hearing, 4 months after the tenancy ended and the landlord provided with the tenant's forwarding address in writing.

Accordingly I find that the tenant is entitled to a monetary order for \$547.50 in return of double the security deposit.

As the tenant has been successful in their application the tenant is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the tenant has established a monetary claim for **\$547.50** in return of double the security deposit. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant a monetary order under section 67 of the *Act* for **\$597.50**.

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: July 13, 2011.

Residential Tenancy Branch