



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only. The landlord did not attend.

The tenant testified that she served the landlord with notice of this hearing by registered mail on April 28, 2011.

The landlord submitted a written summary of issues including a request for a postponement of this hearing. As such, I am satisfied the landlord was served with notice of this hearing sufficiently and in accordance with the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenant testified she moved into the rental unit on or about March 27, 2011 in a month to month tenancy for the monthly rent of \$475.00 due on the 1st of each month and a security deposit of \$237.50 was paid.

The tenant described the residential property as a room in the basement of the landlord's house. The tenant testified that there were other tenants in the basement that each had a room and that they shared a bathroom and kitchen with the other tenants in the basement. The tenant testified they were not allowed to go upstairs in the rental unit.

In his written submission the landlord describes the rental as "a room in a shared accommodation shared completely by one member of the family, living downstairs, and regularly accessed by other family members coming and going through the common

area to attend the common washing and drying facilities and for using the washroom adjacent to said rented room.

The tenant testified that she vacated the rental unit on or before April 25, 2011 and that she her former roommate provided the landlord's wife with the tenant's forwarding address in writing on April 4, 2011 at 6:00 p.m. The tenant also testified, to date, she has not received the security deposit from the landlord.

Analysis

In the absence of the landlord to provide answers to questions regarding the tenancy or any other testimony contrary to the tenant's, I find that I cannot rely on his written submission to provide relevant clarity to the issues surrounding this tenancy.

Section 38(1) of the Act states a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, return the tenant's security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1), the landlord must pay the tenant double the amount of the security deposit.

I accept that the tenant vacated the rental unit prior to the end of April 2011 and provided the landlord with her forwarding address no later than April 4, 2001. As such, I find the landlord would have to have complied with Section 38(1) no later than April 19, 2011. I accept the landlord has failed to return the security deposit or file an Application for Dispute Resolution.

Conclusion

For the reasons noted above, I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$475.00** comprised of double the amount of the security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 15, 2011.

Residential Tenancy Branch