



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### 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 provided both documentary evidence and testimony confirming that he sent the landlord a copy of his Application for Dispute Resolution and notice of this hearing via registered mail on May 18, 2011. I find the landlord has been sufficiently served with notice of this hearing.

### 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 and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenant testified the tenancy began on or before April 1, 2010 as a month to month tenancy for a monthly rent of \$800.00 due on the 1<sup>st</sup> of each month and that a security deposit of \$400.00 was paid. The tenant also testified the tenancy ended on October 30, 2010.

The tenant provided a copy of a letter dated November 28, 2011 requesting his security deposit and providing the landlord with his forwarding address. He also provided a copy of receipts showing that he sent the forwarding address to the landlord by registered mail on November 29, 2011. The tenant testified that he has not received his security deposit from the landlord.

### Analysis

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 security deposit less any

mutually agreed (in writing) upon amounts or file an Application for Dispute Resolution with the Residential Tenancy Branch to claim against the security deposit.

Section 38(6) states that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the amount of the security deposit.

Based on the tenant's undisputed testimony and evidence, I find the landlord has failed to comply with Section 38(1).

### 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 **\$850.00** comprised of \$800.00 double the amount of the security deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant 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 29, 2011.

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Residential Tenancy Branch