



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for the return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing.

The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on May 1, 2009 and ended on March 31, 2011. Rent in the amount of \$845.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$412.50. The Tenant provided her forwarding address in writing to the Landlord on May 2, 2011 by giving the letter containing this information to the caretaker of the building. The Tenant witnessed the caretaker fax the letter to the Landlord. The Tenant has not received the return of the security deposit and information on file indicates that the Landlord has not made an application to retain any or all of the security deposit.

Analysis

Section 38 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 the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Tenant is entitled to return of double the security deposit in the amount of \$825.00. The Tenants are also entitled to return of the \$50.00 filing fee for a total entitlement of \$875.00.

Calculation for Monetary Order

Security deposit (412.50 x 2)	\$825.00
Return of Filing fee	50.00
Total Monetary Award	\$875.00

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$875.00**. If necessary, this order may be 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*.

Dated: August 29, 2011.

Residential Tenancy Branch