



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing was convened by way of conference call in response to an application filed by the tenant for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for return of the security deposit or pet damage deposit.

The tenant attended the conference call hearing, provided oral testimony and evidence in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on June 30, 2011, no one for the landlord company attended. The tenant provided evidence of having sent the documents by registered mail and testified that the envelope containing the said documents was returned to the tenant marked "Unclaimed."

The *Residential Tenancy Act* states that a party may be served by registered mail, and that documents served in that manner are deemed to have been served 5 days after such mailing, which I find, is July 5, 2011. I find that the landlord has been sufficiently served.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to return of all or part of the pet damage deposit or security deposit or double the amount of the pet damage deposit or security deposit?

Background and Evidence

The tenant testified that this tenancy began as a fixed term tenancy on August 1, 2008 which expired after 12 months and then reverted to a month-to-month tenancy. The tenancy ultimately ended on May 27, 2011 and a move-out condition inspection report

was conducted by the parties on May 29, 2011. A copy of the move-in and move-out condition inspection report was provided in advance of the hearing.

Rent for the rental unit was \$920.00 at the commencement of the tenancy and was \$984.04 at the end of the tenancy, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$460.00. No pet damage deposit was collected.

The tenant testified that the landlord was provided with the tenant's forwarding address in writing on May 29, 2011 on the move-out condition inspection report. The tenant requested return of the security deposit, but has not received any portion of it from the landlord, and the tenant testified that the tenant has not been served with an Application for Dispute Resolution from the landlord.

The tenant claims \$920.00, being double the amount of the security deposit as well as interest in the amount of \$2.88.

Analysis

The *Residential Tenancy Act* states that a landlord must return the security deposit in full with interest calculated according to the regulations, or apply for dispute resolution claiming against the security deposit within 15 days of the later of the date the tenancy ends or the date the tenant provides a forwarding address in writing. If the landlord fails to do either, the landlord must pay the tenant double the amount of the security deposit.

In this case, I find that the tenancy ended on May 27, 2011 and the tenant provided the landlord with a forwarding address in writing on May 29, 2011. I accept the evidence of the tenant and the documents provided for the hearing and find that the landlord has not returned any portion of the security deposit within 15 days and therefore the tenant is entitled to a monetary order for double the amount and interest, for a total of \$922.88.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$922.88. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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: September 30, 2011.

Residential Tenancy Branch