

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This is an application filed by the Tenant for a monetary order seeking the return of double the security deposit.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for the return of double the security deposit?

Background and Evidence

Although served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on July 8, 2011 the Landlord failed to attend the hearing. The Tenant has included a copy of the registered mail receipt from Canada Post as evidence.

The Tenant has submitted a copy of the notice to end the Tenancy and the note of the forwarding address in writing to the Landlord. The Tenant has further supplied a copy of the receipt issued by the Landlord for a security deposit of \$575.00 paid on May 13, 2011.

This tenancy began on May 13, 2011 and ended on May 28, 2011. The Tenant never took possession of the rental unit. The Tenant states that numerous attempts at contacting the Landlord from May 16, 2011 went unanswered by the Landlord.

The Tenant paid a security deposit of \$575.00 at the start of the tenancy. The Tenant provided the Landlord with her forwarding address in writing on May 28, 2011. The Tenant's witness, A.R. has given undisputed testimony that the Landlord was personally served on May 28, 2011 with the Tenant's notice to vacate/end the Tenancy Agreement and was given the Tenant's forwarding address in writing. The Tenant has stated that the Landlord has not responded to any of the requests written or verbal to return the Tenant's security deposit as of the date of this hearing. The Tenant did not consent in writing to the Landlord keeping all or any part of her security deposit.

Analysis

Section 38(1) 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 either repay the entire security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the Landlord has done neither.

Section 38(6) provides that if a Landlord does not comply with section 38(1), the Landlord may not make a claim against the deposit and must pay the Tenant double the amount of the security deposit.

Based on the above, I find that the Tenant is entitled to an order that the Landlord pay to her double the security deposit. I therefore order that the Landlord pay to the Tenant the sum of \$1,150.00 representing double the deposit on the original amount. I further order that the Landlord bear the \$50.00 cost of this application. This order may be filed in Small Claims Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,200.00.

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: October 07, 2011.

Residential Tenancy Branch