

DECISION

Dispute Codes MNSD, FF

Introduction

This conference call hearing was convened in response to the tenant's application for the return of the security deposit and to recover the filing fees associated with this application.

The tenant participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the landlord and the resident manager by way of registered mail, and provided Canada tracking numbers. The landlord did not participate and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on November 1st, 2010. The rent was \$980.00 per months and the tenant paid a security deposit of \$490.00.

The tenant testified that the tenancy ended on January 1st, 2011. He stated that on that day, a move-out inspection was completed with the resident manager and that no damages were reported, and that no monetary claim was made against him. He said that he gave the landlord proper written notice to end tenancy on November 29th, 2010, and that his forwarding address is indicated on the condition inspection report.

In his documentary evidence, the tenant provided a copy of the condition inspection report completed upon move-in and move-out times, showing that no damages were reported.

Analysis

I accept the tenant's undisputed testimony that he served the landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 38(1) of the *Residential Tenancy Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the landlord received the tenant's forwarding address in writing.

Section 38(6) of the *Act* further provides in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

In this matter the landlord received the tenants' forwarding address on January 1st, 2011 when the move-out inspection report was completed, but the security deposit was not returned and the landlord did not apply for dispute resolution as required by statute. Therefore the tenant is entitled to the return of double the amount of the security deposit.

Conclusion

The tenant established a claim of \$980.00. Since he was successful, the tenant is entitled to recover the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the tenant a monetary order for the sum of \$1030.00.

This Order may be registered 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: November 09, 2011.

Residential Tenancy Branch