



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit. The tenant testified that he served the landlord with a copy of his application for dispute resolution and the notice of hearing in person on August 05, 2011. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issue(s) to be Decided**

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

### **Background and Evidence**

The tenancy began on November 15, 2010 and ended on June 01, 2011. The monthly rent was \$700.00. Prior to moving in, the tenant paid a security deposit of \$350.00.

The tenant filed a receipt for the payment of the security deposit.

The tenant also filed an undated note which provides the reader with his forwarding address. The tenant testified that he handed this note to the landlord in person but was unsure of the date that he did so. He stated that despite his verbal requests, the landlord did not return the security deposit.

### **Analysis**

Section 38(1) of the 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 forwarding address is received in writing. If the landlord fails to do so, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the tenant moving out. However, the tenant was unable to provide information or proof to verify the date that he gave the landlord his forwarding address and therefore I find that the tenant is entitled to the return of the basic amount of the security deposit and not to double the amount of the security deposit.

The landlord currently holds a security deposit of \$350.00 and is obligated under section 38 to return this amount plus interest (\$0.00). I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$350.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

### **Conclusion**

I grant the tenant a monetary order for **\$350.00**.

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: November 08, 2011.

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Residential Tenancy Branch