

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing was convened in response to the tenant's application. At the outset of the hearing the tenant narrowed the range of outcomes sought by her in the original application. The remaining aspects of the tenant's application are for a monetary order as compensation for the double return of the security deposit / and recovery of the filing fee. The tenant participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail.

Issues to be decided

- Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement

Background and Evidence

There is no copy of a written tenancy agreement in evidence for this tenancy which began on September 1, 2011. The rental unit is one of four rooms rented to different individuals within a house. The landlord, who is not the owner, is herself a resident in the house as a renter.

On or about August 28, 2011, the tenant paid September's rent to the landlord in the amount of \$675.00, in addition to a security deposit which was also in the amount of \$675.00.

On October 3, 2011, the tenant's possessions were removed from the house and put outside by the landlord. In short, this appears to have been the result of the tenant's failure on October 1, 2011 to pay rent for that month.

By letter dated October 3, 2011, the tenant informed the landlord of her forwarding address and requested the return of her full security deposit. The letter was personally served on the landlord on that same date. Thus far, however, the security deposit has not been repaid.

Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date when tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord neither repaid the tenant's security deposit nor filed an application for dispute resolution within 30 days of being informed of the tenant's forwarding address in writing. Following from the foregoing, I find that the tenant has established entitlement to the double return of her security deposit in the total amount of \$1,350.00 (\$675.00 x 2).

As the tenant has succeeded with her application, I find that she has also established entitlement to recovery of the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,400.00**, as set out above. This order may be served on the landlord, 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*.

DATE: November 23, 2011

Residential Tenancy Branch