



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for return of double the security deposit. The landlord did not appear at the hearing. As proof of service of the hearing documents the tenant provided the registered mail receipt and tracking number, along with a copy of the registered mail that was sent to the landlord and returned as unclaimed. The rental unit was a basement suite and the registered mail was sent to the landlord at the residential property.

Section 90 of the Act deems a person to be served five days after mailing even if the recipient does not accept or pick up the registered mail. Therefore, I was satisfied the landlord was sufficiently served with the hearing documents and I proceeded to hear from the tenant without the landlord present.

Issue(s) to be Decided

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

Background and Evidence

The tenant made the following submission by way of her application in verbal testimony provided during the hearing. The tenancy commenced December 1, 2010 and ended March 1, 2011. The monthly rent was \$750.00 and the tenant paid a \$380.00 security deposit. The tenant provided the landlord with her forwarding address in writing on March 1, 2011. The tenant did not agree to any deductions from the security deposit. The tenant has not received a refund of her security deposit.

Analysis

Section 38(1) of the Act requires the landlord to either return the security deposit to the tenant or make an Application for Dispute Resolution claiming against the security deposit within 15 days from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. The landlord may make

deductions from the security deposit with the tenant's written consent or with authorization from the Director. Should a landlord fail to comply with the requirements of section 38(1) the landlord must pay the tenant double the security deposit pursuant to section 38(6) of the Act.

Based upon the undisputed submissions before me, I accept that the tenancy ended and the tenant provided a forwarding address to the landlord in writing on March 1, 2011. I accept the undisputed submissions that the landlord did not refund the deposit or file an Application for Dispute Resolution within 15 days of March 1, 2011. Therefore, I find the tenant entitled to return of double the security deposit pursuant to section 38(6) of the Act.

I further award the filing fee to the tenant.

In light of the above, I provide the tenant with a Monetary Order in the total amount of \$810.00 representing double the security deposit plus \$50.00 for recovery of the filing fee.

Conclusion

The tenant was successful in this application and has been provided a Monetary Order in the amount of \$810.00 to serve upon the landlord and enforce in Provincial Court (Small Claims) as an Order of the court if necessary.

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: December 02, 2011.

Residential Tenancy Branch