



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This conference call hearing was convened in response to the tenant's application for the return of double the amount of the security deposit.

The tenant participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail, and provided a Canada Post tracking number. 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?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. The tenant testified that pursuant to a written agreement, the month to month tenancy started on September 3rd, 2010 and the rent was \$700.00. She stated that she paid a security deposit of \$350.00.

The tenant testified that she gave the landlord written notice to end the tenancy on July 1st, 2011 and that she moved out on August 1st, 2011. In her documentary evidence, the tenant provided a copy of a letter to the landlord dated September 26th, 2011, wherein

she requested the return of her security deposit and gave the landlord her forwarding address. The tenant said that to date she has not received her deposit back.

Analysis

I accept the tenant's undisputed testimony that she 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 *Residential Tenancy Act* 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 tenant's forwarding address, 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 in the sum of \$700.00.

Conclusion

Pursuant to Section 67 of the Act, I grant the tenant a monetary order for \$700.00.

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: January 10, 2012.

Residential Tenancy Branch