



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was convened in response to the tenant's application for a monetary order as compensation for the return of her 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 landlords did not appear. Evidence provided by the tenant includes the Canada Post tracking number for the registered mail.

Issue(s) to be Decided

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

Background and Evidence

The rental unit is a house which includes bedrooms which are rented out to tenants. This tenant rented one of the bedrooms, and testified that she became aware of the rental on craigslist. All tenants share kitchen and bathroom facilities. Neither of the landlords named in the tenant's application is the owner of the house.

There is no written tenancy agreement in evidence for this month-to-month tenancy which began on October 26, 2011. Monthly rent of \$675.00 was payable in advance on the first day of each month, and a security deposit of \$340.00 was collected.

After being informed by the male landlord that he wanted his room back, the tenant gave notice on October 27, 2011 of her intent to vacate the unit effective November 30, 2011. At the end of tenancy, the tenant requested the return of her security deposit and provided the landlords with her forwarding address in writing. However, to date, the tenant's security deposit has not been returned.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

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 the 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 landlords neither returned the security deposit within 15 days after the date when tenancy ended (which I find is the same date when the tenant provided her forwarding address in writing), nor filed an application for dispute resolution. Accordingly, pursuant to the above legislation I find that the tenant has established entitlement to the double return of her security deposit in the total amount of \$680.00 (2 x \$340.00).

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 **\$730.00** (\$680.00 + \$50.00). This order may be served on the landlords, 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*.

Dated: February 29, 2012.

Residential Tenancy Branch