



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only. The landlord did not attend.

The tenant testified his girlfriend served the landlord's agent with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on January 19, 2011 in accordance with Section 89.

Based on the testimony of the tenant, I find that the landlord's agent has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenant testified the tenancy began on December 1, 2010 as a month to month tenancy for a monthly rent of \$700.00 due on the 1st of each month and a security deposit of \$350.00 was paid.

The tenant testified the tenancy ended on or before April 30, 2011 and that the landlord was provided his forwarding address during the move out inspection. The tenant testified the landlord returned \$200.00 of the security deposit on June 14, 2011. He stated that the landlord kept \$150.00 for carpet cleaning but that he had not provided any agreement to the landlord to withhold any amounts.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

From the undisputed testimony of the tenant, I accept the landlord failed to return the full security deposit or file an Application for Dispute Resolution within 15 days of receiving the tenant's forwarding address. As a result, I find the tenant is entitled to double the amount of the security deposit.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$750.00** comprised of \$700.00 rent owed and the \$50.00 fee paid by the tenant for this application.

I order the landlord may deduct the \$200.00 of the security deposit already returned to the tenant in partial satisfaction of this claim. I grant a monetary order in the amount of **\$550.00**.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: March 21, 2012.

Residential Tenancy Branch