



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application for dispute resolution by the tenant for a monetary order for the return of her security deposit, doubled.

The landlord did not appear at the hearing.

The tenant testified and supplied evidence that she served the application and hearing package upon the landlord via registered mail on March 9, 2012, to the address given by the landlord. The evidence of the tenant included a tracking number for the registered mail envelope.

Having been satisfied the tenant served the landlord in a manner that complies with section 89 of the Residential Tenancy Act (the "Act"), the hearing proceeded in the landlord's absence.

The tenant and her witness appeared, gave affirmed testimony, were provided the opportunity to present her evidence orally, in documentary form and make submissions to me.

Issue(s) to be Decided

Is the tenant entitled to a monetary order pursuant to section 38 of the *Residential Tenancy Act*?

Background and Evidence

The tenant testified that this single room occupancy month to month tenancy began on October 1, 2011, and ended on January 1, 2012. The tenant testified she paid a security deposit of \$200.00 on September 25, 2011.

The tenant gave affirmed testimony that she gave the landlord her written forwarding address, on February 14, 2014, via personal delivery at his residence. The tenant's witness stated that she was with the tenant at that time and witnessed the tenant delivering the written forwarding address to the landlord.

The tenant submitted that the landlord has not returned all or any portion of her security deposit.

The tenant testified that there was no move-in or move-out condition inspection report and that she has not signed over any portion of her security deposit to the landlord.

There is no evidence before me that the landlord has filed for Dispute Resolution.

Analysis

Based on the testimony, evidence and a balance of probabilities, I find as follows:

In order to justify payment of loss under section 67 of the *Act*, the applicants/tenants are required to prove that the other party did not comply with the *Act* and that this non-compliance resulted in losses to the applicants pursuant to section 7.

In the absence of the landlord, the tenant's testimony and evidence will be preferred.

I accept the uncontradicted evidence and testimony of the tenant that the tenancy ended on January 1, 2012, the landlord was provided the tenant's written forwarding address on February 14, 2012, and has not returned the tenant's security deposit.

Based on the above, I find that the landlord failed to comply with Section 38 of the *Act* and I therefore find the tenant is entitled to a return of her security deposit, doubled, pursuant to Section 38(6) of the *Act*.

Conclusion

I find the tenant has established a **monetary claim** in the amount of **\$400.00**, comprised of her security deposit of \$200.00, doubled.

I grant the tenant a monetary order for the sum of **\$400.00**, pursuant to section 67 of the *Act*.

I am enclosing the monetary order for \$400.00 with the tenant's Decision. This monetary order is a **legally binding, final order**, and it may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement should the landlord fail to comply with this monetary order.

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 27, 2012.

Residential Tenancy Branch