



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OLC

### Introduction

This conference call hearing was convened in response to the tenant's application for the return of the security deposit, and an order for the landlord to comply with the Act, Regulation, or tenancy agreement.

The tenant participated in the hearing and provided affirmed testimony. He testified that he 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?  
Should orders be issued to the landlord as requested?

### Background and Evidence

The rental unit consists of the upper level of a single detached home. Pursuant to a written agreement, the tenancy started on August 1, 2011 and ended January 31, 2012. The rent was \$1250.00 per month and the tenant paid a security deposit of \$625.00.

The landlord testified that he gave written notice to end tenancy and his forwarding address 45 days prior to moving out. He stated that the landlord had an agent do a walk-through inspection, and that the agent said that everything was fine. The tenant said that the landlord has since ignored his calls concerning the return of the security deposit.

### Analysis

I accept the tenant's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

On the undisputed testimony from the tenant I accept that the landlord was given proper notice of the tenant's forwarding address. 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* further 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.

### Conclusion

The tenant established a claim of \$1250.00 (\$625.00 x 2). Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1250.00.

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: March 27, 2012.

---

Residential Tenancy Branch