



# 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. He testified that he served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail sent on February 13, 2012 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 as claimed?

### Background and Evidence

The rental unit consists of a basement suite in a single detached home. The rent is \$750.00 per month. The tenant testified that he paid a security deposit of \$375.00 on January 18, 2012 for a tenancy that was to start on February 1, 2012. The tenant stated that the very next day he encountered the landlord's property manager. He stated that the property manager was so belligerent that it made him change his mind about taking residency. He said that he notified the landlord that he would not be moving in and gave

her his forwarding address on January 20, 2012. The tenant said that the landlord refused to give him his security deposit back.

### Analysis

I accept the tenant's undisputed testimony that he 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 on January 20, 2012, 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

Pursuant to Section 67 of the Act, I grant the landlord a monetary order totalling \$750.00. 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: April 16, 2012.

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Residential Tenancy Branch