



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

This conference call hearing was convened in response to the tenant's application for the return of the security deposit; to order the landlord to comply with the Act, regulation, or tenancy agreement; and to recover the filing fees associated with this application.

The tenant participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail sent on February 20, 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?

Should the landlord be issued orders to comply as requested by the tenant?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a one-bedroom condominium. The tenancy started on September 1, 2011 and ended November 30, 2011. The rent was \$1275.00 per month and the tenant paid a security deposit of \$637.50.

The tenant testified that the landlord gave her short notice to end the tenancy so she could raise the rent. The tenant said that she complied with the notice and moved out on November 30, 2011. She stated that she met the landlord on December 1, 2011, and completed a move-out inspection which both parties signed and which provided the landlord with the tenant's forwarding address. The tenant said that she called the landlord a short while later about the security deposit, and that the landlord said that she sent it in the mail, and that it had been cashed at a Money Mart. The tenant said that she contacted Money Mart and obtained a transaction history showing that she did not cash any cheque from any Money Mart venue. The tenant stated that the landlord has failed to respond to any further messages since.

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 tenants' 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.

Since the tenancy ended and the tenant moved out, it is not necessary that I consider the tenant's request that I issue for orders to the landlord in this matter.

Conclusion

The tenant established a claim of \$1275.00. Since the tenant was successful, I award the tenant recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the tenant a Monetary Order totalling \$1325.00.

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 23, 2012.

Residential Tenancy Branch