



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for the double return of the security deposit. The tenant participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing by registered mail, the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the year-long term of tenancy began in either May or June 2011. Monthly rent of \$1,450.00 was due and payable on the first day of each month, and a security deposit of \$725.00 was collected.

The tenant testified that in August 2011 she gave notice of her intent to end the tenancy effective at the end of September 2011. Subsequently, the tenant paid rent to the end of September and vacated the unit towards the end of that same month. The tenant also testified that despite providing the landlord with her forwarding address in writing at the end of tenancy, and requesting the return of her security deposit, to date the landlord has not returned the security deposit.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy

ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the affirmed / undisputed testimony of the tenant, and on the limited documentary evidence before me, I find that the landlord has neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after being informed in writing of the tenant's forwarding address, or within 15 days after the end of tenancy. Accordingly, I find that the tenant has established entitlement to a monetary order in the amount of double the original security deposit. This entitlement is calculated to be \$1,450.00 (2 x \$725.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the tenant in the amount of \$1,450.00. Should it be necessary, this order may be served on the landlord, filed 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: May 30, 2012.

Residential Tenancy Branch