



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application for dispute resolution under the Residential Tenancy Act (the "Act") by the tenant for a monetary order for the return of his security deposit and to recover the cost of the filing fee from the landlord for this application.

The landlord did not appear at the hearing.

The tenant testified that he served the application and hearing package upon the landlord via registered mail on or about April 16, 2012, to the address listed of the landlord. The tenant stated the address he served the landlord was the landlord's home address, which was adjoining the former rental unit. The tenant submitted a copy of the envelope, which showed that the registered mail went unclaimed.

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 gave affirmed testimony, was provided the opportunity to present his evidence orally and make submissions to me.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of his security deposit and for other costs?

Background and Evidence

The tenant submitted that this month to month tenancy began on November 1, 2011 and continued for four months, ending at the end of February 2012. The tenant testified that monthly rent was \$850.00 and that he paid a security deposit of \$425.00 at the beginning of the tenancy.

The tenant gave affirmed testimony that the landlord was provided the tenant's written forwarding address on the last day of the tenancy, when he returned the keys to the landlord. The tenant stated that he requested a final inspection, but that the landlord would not schedule one.

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 applicant/tenant is required to prove that the other party did not comply with the *Act* and that this non-compliance resulted in losses to the applicant 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 February 29, 2012, the landlord was provided the tenant's written forwarding address on that date, 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 his security deposit, doubled, pursuant to Section 38(6) of the *Act*.

I decline to award the tenant compensation for loss of a workshop on the premises as the tenant failed to substantiate that the use of the shop was included in the tenancy agreement and that he was not therefore deprived of its use.

Conclusion

I find the tenant has established a **monetary claim** in the amount of **\$850.00**, comprised of his security deposit of \$425.00, doubled.

I grant the tenant a monetary order for the sum of **\$850.00**, pursuant to section 67 of the *Act*.

I am enclosing the monetary order for \$850.00 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: June 07, 2012.

Residential Tenancy Branch