



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNDC, and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of her security deposit and a monetary Order for money owed or compensation for damage or loss.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the rental unit, via registered mail, on May 29, 2012. Canada Post documentation was submitted in evidence that corroborates the testimony that a package was sent to the Landlord at the rental unit by registered mail. In the absence of evidence to the contrary, I accept that registered mail was sent to the Landlord at the rental unit.

The Tenant stated that while she was living at the rental unit mail addressed to the Landlord was regularly delivered to the rental unit; that the Landlord regularly picked up mail from the rental unit; that the Provincial Government mails her rent cheque to the rental unit; and that the Landlord picks up the rent cheques from the rental unit. On the basis of this testimony and in the absence of evidence to the contrary, I find that the Landlord conducts business as a Landlord at the rental unit and that the Application for Dispute Resolution and Notice of Hearing have been served in accordance with section 89(1)(c) of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing. In determining that the Landlord conducted business at the rental unit, I was heavily influenced by the testimony that the rent cheques were mailed to the Landlord at the rental unit.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were not served to the Landlord as evidence for these proceedings. As the evidence was not served to the Landlord as evidence for these proceedings, it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of double the security deposit paid in relation to this tenancy.

Background and Evidence

The Tenant stated that this tenancy began in January of 2012; that she paid a security deposit of \$225.00; that this tenancy ended on April 30, 2012; that she did not authorize

the Landlord to retain the security deposit; that the Landlord did not return any portion of the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

The Tenant stated that on May 03, 2012 she mailed a letter to the Landlord, at the rental unit, in which she provided her forwarding address, in writing.

Analysis

On the basis of the evidence provided by the Tenant and in the absence of evidence to the contrary, I find that the Tenant paid a security deposit of \$225.00; that the Landlord did not return any portion of the security deposit; that the Tenant did not authorize the Landlord to retain any portion of the security deposit; that the Landlord did not file an Application for Dispute Resolution claiming against the deposit; that the tenancy ended on April 30, 2012; and that the Tenant mailed her forwarding address to the Landlord, at the rental unit.

Section 38(1) of the *Act* stipulates that within 15 days after 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 and/or pet damage deposit or make an application for dispute resolution claiming against the deposits. In the circumstances before me, I find that the Landlord failed to comply with section 38(1), as the Landlord has not repaid the security deposit or filed an Application for Dispute Resolution.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1), the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit that was paid.

Conclusion

I find that the Tenant has established a monetary claim of \$450.00, which is comprised of double the security deposit and I grant a monetary Order in that amount. In the event that the Landlord does not comply with this Order, it may be filed with the Province of British Columbia 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: July 25, 2012.

Residential Tenancy Branch