



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of her security deposit, doubled.

The landlord did not attend the telephone conference call hearing. The tenant appeared and gave affirmed testimony.

The tenant testified that the landlord was served with the Application for Dispute Resolution and Notice of Hearing (the "hearing package") by registered mail on June 16, 2012. The tenant supplied oral evidence of the tracking number of the registered mail.

I find the tenant sufficiently proved that the landlord was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present her oral evidence and review her documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for a return of her security deposit, doubled, and to recover the filing fee?

### Background and Evidence

The tenant testified that this month to month tenancy began on October 15, 2011, and ended on January 2, 2012. The tenant supplied evidence that the tenant paid a security deposit of \$355.00 at the start of the tenancy.

The tenant submitted that several requests were made to the landlord to return her security deposit, without success.

Due to the lack of success, the tenant gave evidence that the landlord was again provided the tenant's written forwarding address, via mail delivery, on April 26, 2012.

The tenant supplied a copy of the letter.

The tenant testified that the landlord has not returned any portion of the security deposit.

The tenant also testified that she has not signed over any portion of the security deposit to the landlord.

There is no evidence before me that the landlords have 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 applicants pursuant to section 7.

In the absence of the landlord, the tenant's testimony and evidence will be preferred.

I accept the undisputed evidence of the tenant that the tenancy ended on January 2, 2012, the landlord was provided the tenant's written forwarding address via mail delivery on April 26, 2012, 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 her security deposit, doubled, pursuant to Section 38(6) of the *Act*.

### Conclusion

I find the tenant has established a monetary claim in the amount of \$710.00, comprised of her security deposit of \$355.00, doubled.

I grant the tenant a monetary order for the sum of \$710.00, pursuant to section 67 of the Act and enclosed the order 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.

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 16, 2012.

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Residential Tenancy Branch