



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the tenants application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; a Monetary Order for the return of the tenants security deposit; and to recover the filing fee from the landlords for the cost of this application.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, and was handed to the landlord in person on June 01, 2012. The tenant amended her application to correct her address and a copy of the tenant's amended application was served upon the landlord on June 11, 2012.

The tenant and a witness for the tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order to recover her security deposit?
- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The tenant testifies that she lived in this rental unit with a co-tenant and they had a verbal month to month tenancy which started on December 01, 2011. The tenant testifies that her share of the rent for this unit was agreed at \$425.00 per month and was due on the first day of each month; the tenant paid a security deposit of \$250.00 on December 01, 2011.

The tenant testifies that she gave the landlord one month's written notice to end the tenancy on February 29, 2012. The other co-tenant continued with the tenancy with the landlord's agreement and the tenant states she gave the landlord her forwarding address in writing on May 15, 2012 and this letter was given in person to the landlord's wife. The tenant states she had a witness with her when she handed this letter containing her forwarding address to the landlord's wife.

The tenant testifies that she did not hear anything from the landlord so she returned to the landlord's home on May 31, 2012 and confirmed with the landlord that he had received the tenants forwarding address. The tenant testifies that the landlord said he had received her address but was not going to return the tenants security deposit as one of the doors in the unit did not match.

The tenant testifies that she has not given the landlord permission to keep all or part of her security deposit.

The tenant called her witness. The witness testifies that she was present when the tenant give the landlords wife her forwarding address on May 15, 2012.

The tenant seeks to recover double her security deposit as the landlord failed to return the deposit within 15 days of receiving the tenants forwarding address.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on May 15, 2012. As a result, the landlord had until May 30, 2011 to return the tenants security deposit. I find the landlord did not return the security deposit and has not filed an application for dispute resolution to keep the desposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit to the sum of \$500.00 pursuant to section 38(6)(b) of the *Act*.

I also find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act*. The tenant is entitled to a Monetary Order for the sum of **\$550.00**

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$550.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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 30, 2012.

Residential Tenancy Branch