



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for the double return of the security deposit / and recovery of the filing fee. The tenant participated in the hearing and gave affirmed testimony. Despite leaving a copy of her application for dispute resolution and the notice of hearing (the "hearing package") with the landlord on June 5, 2012, the landlord did not appear.

Issue(s) to be Decided

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

Background and Evidence

There is no written tenancy agreement in evidence for this month-to-month tenancy which began in November 2011. Monthly rent of \$500.00 was due and payable in advance on the first day of each month, and a security deposit of \$250.00 was collected.

Tenancy ended on February 29, 2012. The tenant testified that by way of registered mail sent to the landlord on April 11, 2012, she requested the return of her security deposit and informed the landlord in writing of her forwarding address. Evidence provided by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

The tenant testified that she again requested the return of her security deposit and provided her forwarding address in writing by way of letter enclosed with her hearing package which, as earlier noted, was left with the landlord on June 5, 2012. However, to date, the tenant's security deposit has not been returned.

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 documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days of being informed in writing by the tenant of her forwarding address. Accordingly, I find that the tenant has established a claim of \$550.00. This claim is comprised of the double amount of the tenant's original security deposit in the total of \$500.00 (2 x \$250.00), and the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$550.00**. 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: July 27, 2012.

Residential Tenancy Branch