

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application filed by the Tenant for the return of double the security deposit and the recovery of the filing fee.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend. The Landlord did not submit any documentary evidence. The Tenant states that the Landlord was served with the notice of hearing and evidence package by Canada Post Registered Mail on June 13, 2012 and has provided in her direct testimony the Canada Post Customer Receipt. The Tenant stated that the package was returned by Canada Post as unclaimed after having left notices for the Landlord to pick up the Registered Mail. I am satisfied based upon the evidence of the Tenant that the Landlord was properly served as deemed under the Act.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background, Evidence and Analysis

The Tenant states that the Tenancy began on June 1, 2010 and ended on February 28, 2012. The Tenant stated that the monthly rent was \$1,350.00 and that a security deposit of \$675.00 was paid. The Tenant sent her forwarding address in writing on April 5, 2012 in a Canada Post Registered Mail Package and has submitted a copy of the Canada Post Registered Mail Receipt and the returned envelope from Canada Post. The envelope was returned from the Landlord's address as unclaimed.

The Tenant seeks the return of double the security deposit of \$1,350.00 in a monetary order. The Tenant states that on February 28, 2012 the Tenant received from the Landlord a cheque dated March 1, 2012 for \$675.00 for the return of the original security deposit. The Tenant has provided a copy of the cheque. The Tenant states that when she deposited the cheque into the bank it was returned as cancelled by the Landlord. The Tenant stated that the Landlord stopped the cheque because there was damage to the unit. The Tenant states that the Landlord does not have the permission

of the Tenant to retain the security deposit. The Tenant states that the Landlord has refused to communicate with her and has not returned the security deposit.

I find based upon the undisputed testimony and the submitted documentary evidence of the Tenant that she has established a claim for the return of double the security deposit. The Landlord has not complied with section 38 of the Residential Tenancy Act by returning the deposit nor has she filed for dispute resolution to dispute the return of the security deposit. The Tenant has established her claim for a monetary order for \$1,350.00 (\$675.00 X 2). The Tenant is also entitled to the recovery of the \$50.00 filing fee. The Tenant is granted a monetary order for \$1,400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,400.00.

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: August 13, 2012.

Residential Tenancy Branch