



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of his security deposit and for recovery of the filing fee.

The tenant appeared; the landlord did not appear.

The tenant testified that he served the landlord with the Application for Dispute Resolution and Notice of Hearing (the "Hearing Package") by registered mail on June 19, 2012. The tenant supplied testimony of the tracking number of the registered mail.

I find 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 his evidence orally and to refer to documentary evidence timely submitted prior to the hearing, and make submissions to me.

I have reviewed all testimony and other evidence. 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 and to recover the filing fee?

Background and Evidence

This 6 month, fixed term tenancy began on November 1, 2011, and ended on May 1, 2012. The tenant showed that he paid a security deposit of \$700.00 at the start of the tenancy.

The tenant submitted that several requests were made of the landlord to return his 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 registered mail delivery, on May 23, 2012.

The tenant supplied a copy of the letter and proof of the registered mail.

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

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

There is no evidence before me that the landlord 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 May 1, 2012, the landlord was provided the tenant's written forwarding address via registered mail delivery on May 23, 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 his 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 \$1450.00, comprised of his security deposit of \$700.00, doubled, and for recovery of the filing fee of \$50.00.

I therefore grant the tenant a final, legally binding monetary order in the amount of \$1450.00, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement.

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 21, 2012.

Residential Tenancy Branch