



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 an application by the tenant for a monetary order for the return of double her security deposit and for the recovery of her filing fee.

The tenant stated that she served the notice of hearing to the landlord on June 08, 2012 by registered mail. The tenant filed a copy of the tracking slip. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenant testified that she was evicted from the rental unit on or about March 31, 2012. The tenant was not sure of the dates of the start or end of tenancy. The tenant did not file a tenancy agreement. The tenant stated that the rent was \$1,090.00 and that she paid a security deposit of \$500.00. The tenant did not file any evidence of having paid a security deposit.

The tenant stated that she gave the landlord her forwarding address in writing on May 01, 2012 and filed a letter written by the landlord on June 19, 2012 asking her to "*stop bothering us*".

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the tenant provided the landlord with her forwarding address and the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address.

Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

However, the tenant did not provide any evidence of the amount of the security deposit that she paid. She was calling from overseas and was not sure of the start and end dates of the tenancy as she did not have any paper work with her. Since the tenant was not sure of the facts surrounding the tenancy and did not provide any documents to prove that she had paid a security deposit to the landlord and in what amount, I am dismissing her application with leave to reapply.

Conclusion

The tenant's case is dismissed with leave to reapply. The tenant must bear the cost of filing her application.

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 07, 2012.

Residential Tenancy Branch