



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, 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, doubled, a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee.

The tenant appeared; the landlord did not appear.

The tenant gave evidence that he served the landlord with the Application for Dispute Resolution and Notice of Hearing by registered mail on January 31, 2013. The tenant supplied the receipt and customer receipt, showing proof of mailing the registered mail and the tracking number of the registered mail.

When questioned, the tenant said that the landlord never provided him an address for service of documents; however, the tenant researched land records for the landlord's address, which showed the address of the rental unit. The tenant provided proof that he previously sent registered mail to that address, on January 3, 2013, as well as proof of the delivery of that registered mail to the landlord, showing the landlord's signature.

I find the landlord was served notice of this hearing 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 relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues 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

The undisputed evidence shows that this month long tenancy began on January 4, 2012, ended on or about February 1, 2012, monthly rent was \$1400.00 and the tenant paid a security deposit of \$700.00 at the beginning of the tenancy. The tenant provided a copy of the security deposit receipt signed by the landlord.

The tenant said that the landlord was provided his written forwarding address on January 3, 2012, in a letter via registered mail. The tenant provided proof that the landlord signed for the registered mail and of the letter containing the written forwarding address.

The tenant stated that the landlord has not returned his security deposit, despite repeated requests, and is seeking monetary compensation for its return.

The tenant also said that the landlord never provided an opportunity for a move-in or move-out inspection.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 38 of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit.

In the case before me, the undisputed evidence shows that the tenancy ended on February 1, 2012, and that the landlord received the tenant's written forwarding address on January 4, 2013, the landlord has not applied for arbitration claiming against the security deposit, and has not returned any portion of the tenant's security deposit.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double his security deposit.

I find that the tenant has proven a monetary claim in the amount of \$1450.00.00, comprised of his security deposit of \$700.00, doubled to \$1400.00, and for recovery of the filing fee of \$50.00 due to the tenant's successful application.

Conclusion

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 as an order of that Court. Costs of such enforcement may be recovered from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: February 20, 2013

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Residential Tenancy Branch

