



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

There are applications filed by both parties. The Landlord seeks a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. The Tenant seeks a monetary order 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 Tenant states that the Landlord was personally served with the notice of hearing package on February 13, 2013. I accept the undisputed testimony of the Tenant and find that the Landlord was properly served with the notice of hearing and evidence package submitted.

At 11 minutes past the start of the hearing time, the Landlord's Application was dismissed without leave to reapply as the Landlord was not present and the Tenant was in response to the Landlord's claim.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background, Evidence and Analysis

The Tenant seeks the return of the \$237.50 security deposit from the Landlord. The Tenant states that the Tenancy ended on December 31, 2012, but that he had vacated the rental unit on December 17, 2013. The Tenant states that the Landlord was provided with his forwarding address in writing on January 22, 2013 by regular mail and has received confirmation from the Landlord that it was received on January 25, 2013.

Section 38 of the Residential Tenancy Act states,

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I find that the Landlord was provided the forwarding address in writing on January 25, 2013 and that the Landlord has failed to return the \$237.50 security deposit within 15 days of the end of the tenancy (December 31, 2012) or when the Landlord received the forwarding address in writing (January 25, 2013). The Tenant has established a monetary claim for the return of the \$237.50 security deposit. The Tenant is also entitled to recovery of the \$50.00 filing fee.

The Tenant is granted a monetary order for \$287.50. This order must be served on the Landlord. Should the Landlord fail to comply with this order, the 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 \$287.50.

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: March 20, 2013

Residential Tenancy Branch

