



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hotel Regal
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary Order for return of the security deposit and compensation for damage or loss under the Act.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the landlord at the business address shown on the tenant's rent receipt. The hearing package and 2 pages of evidence were sent via registered mail on February 20, 2013. The tenant supplied a copy of the Canada Post receipt and tracking number.

The tenant checked the Canada Post web site and determined the landlord's manager had signed, accepting the mail on February 21, 2013.

These documents are deemed to have been served in accordance with section 89 of the Act; however the landlord did not appear at the hearing.

Preliminary Matters

The tenant applied requesting total compensation in the sum of \$1,470.00. the tenants reduced the sum claimed to double the security deposit; \$470.00.

The tenant supplied an additional 8 pages of evidence that was sent to the landlord via regular mail on June 4, 2013. As this mail would not be deemed served until June 9, 2013, I find that evidence was late and it was set aside. The tenant applied on March 20, 2013 and had ample time to submit evidence within the minimum 5 day time period, prior to the hearing.

Issue(s) to be Decided

Is the tenant entitled to return of double the security deposit paid?

Background and Evidence

The tenancy commenced on November 22, 2013. The tenant supplied a copy of a receipt issued in his name, in the sum of \$710.00; for the first month's rent and a security deposit (D.D.) in the sum of \$235.00. The receipt indicated the landlord address, was initialed and recorded a cheque number. The tenant testified that this receipt was issued at the time the tenancy commenced.

The tenant vacated the room on January 31, 2013.

On February 20, 2013 the tenant sent the landlord a letter requesting return of the security deposit paid; a forwarding address was provided. A copy of the letter was submitted as evidence. The tenant had made a previous verbal request for the deposit. The tenant testified that on February 20, 2013 he sent the letter to the landlord; via registered mail. The tenant checked the Canada Post web site and determined the mail had been accepted by the landlord's manager on February 21, 2013.

The tenant telephoned the landlord on 2 occasions; the first time the landlord said they would not return the deposit; the second call resulted in the landlord hanging up on the tenant.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The landlord was served with notice of this hearing but did not attend in response to the tenant's claim that the security deposit has not been returned.

I find that the landlord did receive the tenant's February 20, 2013 letter on the date the tenant said it was accepted by the landlord; February 21, 2013. The landlord then had fifteen days from that time to either return the security deposit or to return the deposit.

I have no evidence that that landlord has repaid the deposit as requested in writing by the tenant or that the landlord made a claim against the deposit. Therefore, pursuant to section 38(6) of the Act, I find that the tenant is entitled to return of double the \$235.00 security deposit paid to the landlord.

Therefore; the tenant has established a monetary claim, in the amount of \$470.00, which is comprised of double the \$235.00 security deposit.

Based on these determinations I grant the tenant a monetary Order in the sum of \$470.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant is entitled to return of double the security deposit.

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: June 12, 2013

Residential Tenancy Branch

