



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the tenant's application for a Monetary Order for money owed or compensation for damage or loss; for the return of double the security deposit and to recover the filing fee from the landlord for the cost of this application.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on April 25, 2013. Mail receipt numbers were provided by the tenant in verbal testimony. The landlord is deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to recover double the security deposit?

Background and Evidence

The tenant testifies that this tenancy started in February, 2011 and another fixed term was entered into a year later for one year. The tenant testifies that the tenancy ended on March 31, 2013 after the tenant gave the landlords one month notice to end the tenancy. Rent for this unit was \$950.00 per month due on the first day of each month in advance. The tenant paid a security deposit of \$450.00 on March 01, 2011. A copy of the security deposit receipt has been provided in evidence.

The tenant testifies that the landlord did not complete either a move in or a move out condition inspection report at the start or end of the tenancy. The tenant testifies that he gave the landlords his forwarding address in writing on the notice to end tenancy provided on February 22, 2013. The tenant has provided a copy of this in documentary evidence. The tenant testifies that this letter was given to the landlord in person on February 22, 2013. The tenant testifies that the landlord has failed to return the security deposit to the tenant and the tenant now seeks to recover double the security deposit.

The tenant has no further monetary claim for money owed or compensation for damage or loss.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did receive the tenants forwarding address in writing on February 22, 2013 and the tenancy ended on March 31, 2013. As a result, the landlord had until April 15, 2013 to return the tenants security deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the security deposit and has not filed an application for Dispute Resolution to keep the deposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit to the sum of **\$900.00** pursuant to section 38(6)(b) of the *Act*.

I also find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the tenant's monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$950.00**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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: July 18, 2013

Residential Tenancy Branch

