



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application filed by the Tenant for a monetary order for the return of double the security deposit.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend or submit any documentary evidence. The Tenant states that Landlord was twice served with the notice of hearing package and the submitted documentary evidence, first in person on November 21, 2013 with the witness, B.M. and the second time by Canada Post Registered Mail on the same date. The Tenant has provided in his direct testimony the Customer Receipt Tracking number as confirmation. As such, I am satisfied that the Landlord was properly served with the notice of hearing package and the submitted documentary evidence.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

This Tenancy began on October 1, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$600.00 payable on the 1st of each month and a security deposit of \$300.00 was paid on September 12, 2012.

The Tenant states that he vacated and returned possession of the rental unit on September 23, 2013 to the Landlord. The Tenant also states that he provided a letter in writing on the same date to the Landlord with his forwarding address and requested the return of the \$300.00 security deposit. The Tenant states that no permission to retain the deposit was given and as of the date of this hearing that the Landlord has not returned the security deposit.

The Tenant seeks a monetary claim of \$600.00 for the return of double the security deposit as per the Act.

Analysis

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 based upon the undisputed evidence of the Tenant that as of the date of this hearing the Landlord has failed to return the security deposit within 15 days of the end of the tenancy (September 23, 2013) or when he received the Tenant's forwarding address in writing (September 23, 2013). The Tenant is granted a monetary order for \$600.00. This order may be filed in the Small Claims Division of the Provincial Court for enforcement.

Conclusion

The Tenant is granted a monetary order for \$600.00.

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 07, 2014

Residential Tenancy Branch

