



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in repose to the tenant's application for the return of double the security deposit.

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 March 12, 2014. Mail receipt numbers were provided in the tenant's documentary evidence. The landlord was 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 and a Legal Advocate for the tenant appeared at the hearing. The tenant gave sworn testimony and 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 recover double the security deposit?

Background and Evidence

The tenant testifies that this month to month tenancy started in May, 2013. Rent for this unit was \$500.00 per month and was due on the 1st day of each month. The tenant paid a security deposit of \$250.00 on June 01, 2013.

The tenant testifies that he moved from the rental unit on November 26, 2013 and the rent was paid by the Ministry for the entire month of November. The tenant testify that he provided his forwarding address in writing and request to return the security deposit to that address on January 21, 2014. This was sent to the landlord by registered mail. A copy of this letter containing the tenant's forwarding address has been provided in the tenant's documentary evidence.

The tenant testify that he did not given the landlord written permission to keep all or part of the security deposit and the security deposit has not been returned to the tenant within 15 days of the landlord receiving the tenant's forwarding address. The tenant seeks to recover double the security deposit to the amount of \$500.00.

Analysis

The landlord did not appear at the hearing to dispute the tenants claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the landlord, I have carefully considered the tenants undisputed documentary evidence and sworn testimony before me.

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 tenants 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 tenants 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 this tenancy ended on November 30, 2013 and the landlord received the tenant's forwarding address in writing on January 26, 2014 as it is deemed to have been received five days after posting when sent by registered mail. As a result, the landlord had 15 days from that date to February 10, 2014 to return the tenant's security deposit or file an application to keep it. I find the landlord did not return the security deposit and has not filed an application to keep it. Therefore, I find that the tenant has established a claim for the return of double the security deposit to the sum of **\$500.00** pursuant to section 38(6)(b) of the *Act*.

Conclusion

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 **\$500.00**. 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: April 08, 2014

Residential Tenancy Branch

