



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, FF

Introduction

The tenant applies to recover a \$450.00 security deposit.

The landlord did not attend the hearing. The tenant says the written tenancy agreement does not disclose an address for the landlord but that while she was a tenant he received mail at the dispute address and would regularly come by to pick it up. She mailed her application and notice of hearing to that address after she left. The registered mail receipt for the package discloses a Canada Post record that the mail was “refused by recipient.”

In these circumstances I find that the application has been duly served in accordance with s. 89 of the *Residential Tenancy Act* (the “Act”) by served at an address at which the landlord carries on business.

On the undisputed evidence of the tenant I find that the tenancy ended in September 2013 and that the tenant provided the landlord with her forwarding address in writing before leaving.

The tenant is entitled to the return of her deposit money. The landlord has not repaid the deposit money or applied to keep it. In these circumstances, under s. 38 of the *Act*, the tenant is entitled to return of double the deposit. She has not claimed the doubling but Residential Tenancy Policy Guideline 17, “Security Deposit and Set off [sic]” directs that I am to award the doubled amount even when not claimed, unless the tenant specifically declines it. She doesn’t.

The tenant is entitled to a monetary award of \$900.00 plus the \$50.00 filing fee. There will be a monetary order against the landlord for the total of \$950.00.

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: September 30, 2014

Residential Tenancy Branch

