



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

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 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 May 08, 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 appeared, gave sworn testimony, were 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 testified that this month to month tenancy started on October 15, 2013. Rent for this unit was \$1,050.00 per month. The tenant paid a security deposit of \$525.00 on September 27, 2013.

The tenant testified that he vacated the rental unit on December 31, 2013. The tenant testified that the landlord did not complete either a move in or a move out condition inspection report with the tenant at the start or end of the tenancy. The tenant testified that he did not give the landlord written or verbal permission to keep all or part of the security deposit. The tenant testified that he wrote to the landlord requesting the landlord return the security deposit to the tenant and contained within this letter was the tenant's forwarding address. This letter was hand delivered to the landlord by the tenant with a witness on April 21, 2014. The tenant testified that the landlord has not returned the security deposit to the tenant and the tenant seeks to recover double the security deposit and the \$50.00 filing fee.

Analysis

The landlord did not appear at the hearing to dispute the tenant's 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 tenant's 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 tenant's 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 this tenancy ended on December 31, 2013 and the landlord received the tenant's forwarding address in writing on April 21, 2014. As a result, the landlord until May 06, 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 **\$1,050.00** pursuant to section 38(6)(b) of the *Act*.

The tenant is also entitled to recover the filing fee of **\$50.00** from the landlord pursuant to s. 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 **\$1,100.00**. The Order must be served on the respondent. If the respondent fails to comply with the Order, the Order 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: September 03, 2014

Residential Tenancy Branch

