



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for return of the security deposit.

The tenant attended the hearing, gave affirmed testimony, and provided evidentiary material in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on August 28, 2014, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participant who joined the call was the tenant. The tenant provided a copy of the Canada Post receipt and tracking documents bearing the date of August 28, 2014 and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the tenant have been reviewed and are considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on April 5, 2014 and lasted for about a month. The tenant was advised after moving in that he had to attend religious and AA meetings, which was not known to the tenant prior to the

commencement of the tenancy, and the tenant moved out. Rent in the amount of \$450.00 per month was payable but no tenancy agreement was signed by the parties. The landlord signed a shelter document for the tenant to provide to a government Ministry, a copy of which has been provided. The document shows an address of the landlord, \$450.00 per month rent, and a security deposit of \$150.00. The tenant testified that the landlord was given cheques from the Ministry payable to the landlord.

When the tenancy ended, the tenant asked the landlord for return of the security deposit, but the landlord refused. The tenant has not provided the landlord with a forwarding address in writing until the tenant served the landlord with a copy of the Tenant's Application for Dispute Resolution and notice of hearing documents.

The tenant seeks the return of the security deposit in the amount of \$150.00.

Analysis

The *Residential Tenancy Act* states that a landlord must return a tenant's security deposit, or apply for dispute resolution to obtain an order to keep it, within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. If the landlord fails to do so, the landlord must be ordered to repay double the amount. In this case, I am satisfied that the tenant has not provided the landlord with a forwarding address in writing, however, having found that the landlord has been served with the tenant's application and notice of this hearing, I also find that the landlord received the tenant's forwarding address which is contained in the application.

I have also reviewed the shelter document that the tenant has provided showing the landlord's signature and the amount of rent and security deposit payable. I accept the tenant's testimony that the landlord received those amounts directly from a government Ministry, and the tenant has established that the security deposit amount paid to the landlord was \$150.00.

Further, having accepted that the landlord was served in accordance with the *Act*, and in the absence of the landlord at this hearing, I find no evidence that the landlord has applied for dispute resolution for an order permitting the landlord to keep any portion of the security deposit.

I order the landlord to return the \$150.00 to the tenant at the address provided on the Tenant's Application for Dispute Resolution within 15 days of receipt of this Decision. If the landlord fails to do so, the tenant will be at liberty to apply for double recovery.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$150.00.

I further order that if the landlord fails to return the deposit to the tenant within 15 days of receipt of this Decision, the tenant will be at liberty to apply for double the amount.

This order is final and binding and may be enforced.

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: October 21, 2014

Residential Tenancy Branch

