Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNDC, MNSD

Introduction

This is an application for a Monetary Order for $460.00.

The applicant testified that the respondent was served with Notice of the Hearing by registered mail that was mailed on September 13, 2014; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with Notice of the Hearing.

I therefore conducted the hearing in the absence of the respondent.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established monetary claim against the respondent, and if so in what amount.

Background and Evidence

On August 15, 2014 the applicant paid a $230.00 security deposit for a tenancy that was to begin on September 1, 2014.

On August 21, 2014, the applicant inform the landlord in writing that she would not be moving into the rental unit and requested the return of her security deposit.

Along with the letter on August 21, 2014, the applicant testified that she supplied the landlord with a written forwarding address.
To date the landlord has failed to return any of the security deposit, and according to the applicant the landlord informed her by text that she would not be turning any security deposit.

The applicant is asking for an order for the landlord to return her deposit plus any required acquired penalties.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on August 21, 2014 and the landlord had a forwarding address in writing by that same date, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore pursuant to section 38(6)b of the Residential Tenancy Act, the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of $230.00, and therefore the landlord must pay $460.00 to the tenant.

Conclusion

I have issued a Monetary Order for the respondent to pay $460.00 to the applicant.

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: February 16, 2015

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Residential Tenancy Branch