



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for a return of her security deposit, doubled, and for recovery of the filing fee paid for this application.

The tenant and her witness, her mother, attended the telephone conference call hearing; the landlord did not attend.

The tenant testified that she served the landlord with her Application for Dispute Resolution and Notice of Hearing by registered mail on August 22, 2014. The tenant provided the registered mail receipt showing the tracking number and the tracking history. The tenant submitted that the registered mail was returned to her unclaimed. The tenant submitted further that when the registered mail was returned to her, she attended the former rental unit and dropped off the application and notice of hearing in the mail slot where the landlord comes every month to pick up the rent cheques.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing and the tenant's application by registered mail in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant and her witness were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit, doubled, and to recovery of the filing fee paid for this application?

Background and Evidence

The tenant stated that this tenancy began in February 2013, ended on July 31, 2014, and that she paid a security deposit of \$442.50 at the beginning of the tenancy, which the landlord has failed to return.

The tenant stated that she provided the landlord with her written forwarding address, by hand delivery, on June 30, 2014, when she gave the landlord her notice to vacate, and then confirmed the address with the landlord at the final walk-through, on July 31, 2014.

The tenant's witness stated that she was present at the final walk-through and that the landlord confirmed the forwarding address.

The tenant's monetary claim is \$885, comprised of her security deposit of \$442.50, doubled. The tenant also requests recovery of the filing fee of \$50.00.

Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the deposit within 15 days of the later of receiving the tenant's forwarding address in writing. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of her security deposit.

As the undisputed evidence shows that this tenancy ended on July 31, 2014, the landlord received the tenant's written forwarding address June 30, 2014, and has not returned the tenant's security deposit, I find the tenant is entitled to a monetary award of \$935.00, comprised of her security deposit of \$442.50, doubled to \$885.00, and recovery of the filing fee of \$50.00, due to her successful application.

I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of her monetary award of \$935.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenant's application for monetary compensation is granted, as she is being issued a monetary order for the amount of \$935.00

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: February 18, 2015

Residential Tenancy Branch

