



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with 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.

The tenant and her legal advocate attended the telephone conference call hearing; the landlord did not attend.

The tenant provided evidence that she served the landlord with her application for dispute resolution and notice of hearing by registered mail on October 10, 2014. The tenant submitted the tracking number for the registered mail and stated that the landlord claimed the registered mail.

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

The tenant was provided the opportunity to present her 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?

Background and Evidence

The tenant stated the landlord failed to provide a written tenancy agreement, submitting further that this tenancy began on September 30, 2013, ended on August 29, 2014, and that she paid a security deposit of \$250.00 on September 13, 2013. The tenant submitted into evidence the receipt showing a payment of \$250.00 for the security deposit for this rental unit.

The tenant submitted that she provided her forwarding address to the landlord in a written letter sent via regular mail on September 17, 2014, and that despite that request, the landlord has failed to return her security deposit. The tenant submitted a copy of the letter into evidence.

The tenant's monetary claim is \$500.00, comprised of her security deposit of \$250.00, doubled.

Analysis

Under section 38(1) of the Act, 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 or the end of a tenancy. 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.

The undisputed evidence of the tenant shows that the tenancy ended on August 29, 2014, and the tenant sent her written forwarding address and a request for a refund of her security deposit to the landlord on September 17, 2014 via regular mail. Section 90 of the Act states that documents served by registered mail are deemed delivered 5 days later. Despite her request, I find the landlord failed to return the tenant's security deposit and I have no evidence before me that the landlord has filed an application to retain the tenant's security deposit.

I therefore grant the tenant's application for a return of her security deposit and under section 38(6), I must order that the landlord pay the tenant double her security deposit of \$250.00.

Due to the above, I find the tenant is entitled to a total monetary award of \$500.00, comprised of her security deposit of \$250.00, doubled to \$500.00. Therefore, pursuant

to section 67 of the Act, I grant the tenant a final, legally binding monetary order for the amount of her monetary award of \$500.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the monetary order may be served upon the landlord and 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 approved as I have granted her a monetary order comprised of her security deposit, doubled.

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: May 14, 2015

Residential Tenancy Branch

