



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested compensation for double the security deposit.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent the place where the landlord carries out business. A copy of the registered mail receipt and envelope were supplied as evidence of service. The mail was sent on November 19, 2014. The envelope showed that the landlord did not claim the mail. The mail was returned to the tenant.

During the tenancy the tenant met with the landlord at his place of business that he owned.

These documents are deemed to have been served in accordance with section 89 and 90 of the Act however the landlord did not appear at the hearing.

Refusal to claim registered mail does not allow a party to avoid service or form the basis for a review consideration application.

Issue(s) to be Decided

Is the tenant entitled to return of double the \$187.50 security deposit?

Background and Evidence

The tenancy commenced on August 1, 2012, the tenant paid a security deposit in the sum of \$187.50. An inspection report was not completed.

On October 25, 2012 the tenant gave the landlord written notice ending the tenancy effective December 1, 2012. The notice included the tenant's forwarding address. The note was handed to the landlord at his place of business; the same address used for service of the hearing documents. A copy of the note was supplied as evidence.

The tenant vacated on November 30, 2012. The landlord did not schedule a move-out inspection.

The landlord has not returned the security deposit.

Analysis

The tenant applied within two years of the end of the tenancy.

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I have no evidence before me that a move-in condition inspection or move-out condition inspection was completed as required by the Act. Further, I have no evidence that that landlord has repaid the deposit as requested in writing by the tenant and given to the landlord on October 25, 2012.

Therefore, I find that the tenant is entitled to return of double the \$187.50 security deposit paid to the landlord.

Based on these determinations I grant the tenant a monetary Order for \$375.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant is entitled to return of double the \$187.50 security deposit.

This decision is final and binding and 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: June 11, 2015

Residential Tenancy Branch

