



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 all or part of the pet damage deposit or security deposit.

The tenant attended the hearing accompanied by a Legal Advocate. However, despite being served with the Tenant's Application for Dispute Resolution and notice of this hearing, neither of the landlords attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participants who joined the call were the tenant and the Legal Advocate. The tenant and the Legal Advocate each gave affirmed testimony, and the Legal Advocate testified that she served one of the landlords by registered mail with the hearing package on March 20, 2015 and orally provided a tracking number. The Legal Advocate also testified that she personally served the other named landlord on March 20, 2015 with another copy of the hearing package at the rental property. The hearing packages contained a copy of the Tenant's Application for Dispute Resolution, evidentiary material and a Notice of a Dispute Resolution Hearing. The Legal Advocate was given the opportunity to provide to me by facsimile a copy of the Registered Domestic Customer Receipt after the hearing concluded to verify the registered mail. I have now received that documentation which is stamped by Canada Post March 20, 2015, as well as a copy of the Canada Post cash register receipt bearing that date, and I accept the testimony of the Legal Advocate. I find that both named landlords have been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the tenant established a monetary claim as against the landlords for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant's Legal Advocate testified that on February 17, 2015 the tenant had asked for assistance in recovering a security deposit from a landlord and advised that he had provided a forwarding address and made a request, but the landlords did not return any portion of it. Because there was only verbal proof that a forwarding address had been provided to the landlords, the Legal Advocate typed a letter with the tenant's forwarding address requesting return of the deposit. The tenant signed the letter and the Legal Advocate delivered it personally to one of the named landlords that day at the rental property. A copy of the letter has been provided.

The Legal Advocate also testified that the tenant's rent is subsidized by a government ministry and the tenant has provided a copy of Shelter Information document specifying that \$500.00 is the amount of monthly rent payable and \$250.00 for a security deposit, and that document serves as proof of a deposit paid to the landlords.

The tenant testified that this month-to-month tenancy began on August 1, 2014 and ended on November 30, 2014. No written tenancy agreement was prepared. Rent in the amount of \$500.00 per month was payable in advance on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit in the amount of \$250.00.

The tenant further testified that upon moving out, the tenant gave a forwarding address in writing to a person employed by the landlord, but no portion of the security deposit has been returned to the tenant. The tenant signed another request for return of the deposit on February 17, 2015 which was prepared by the tenant's Legal Advocate.

Analysis

The *Residential Tenancy Act* states that a landlord must return a security deposit in full to a tenant or make an application for dispute resolution claiming against 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 either, the landlord must repay the tenant double the amount.

In this case, in the absence of any evidence to the contrary, I accept the testimony of the tenant and I am satisfied that the tenancy ended on November 30, 2014. I also accept the testimony of the tenant's Legal Advocate that the landlords received the tenant's forwarding address in writing on February 17, 2015. I have no application before me by the landlords claiming against the deposit and I accept the testimony of

the tenant that the landlords have not returned any portion. I find that the tenant is entitled to double the amount.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$500.00.

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: September 04, 2015

Residential Tenancy Branch

